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AXLE LOGISTICS, LLC

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

AXLE LOGISTICS, LLC

Plaintiff,

v.

AXL LOGISTICS INC. and DOES 1-20,

Defendant.

Case No.

COMPLAINT FOR:

- 1. FEDERAL TRADEMARK
INFRINGEMENT –AXLE Marks
(Section 32(1) of the Lanham Act, 15
U.S.C. § 1114(1))**
- 2. COMMON LAW TRADEMARK
INFRINGEMENT UNDER
CALIFORNIA LAW**

DEMAND FOR JURY TRIAL

1 Plaintiff Axle Logistics, LLC, by way of Complaint against Defendant Axl Logistics Inc,
2 and DOES through 20, inclusive, alleges as follows:

3 **PARTIES**

4 1. Plaintiff Axle Logistics, LLC (“Axle” or “Plaintiff”) is a limited liability company
5 organized and existing under the laws of the State of Tennessee, with its principal place of
6 business at 835 N. Central Street, Knoxville, Tennessee 37917.

7 2. Axle is informed and believes, and thereon alleges, that Defendant Axl Logistics
8 Inc. (“Defendant”) is a corporation organized and existing under the laws of the State of
9 California, with its principal place of business at 855 El Camino Real St 13-A, Ste 322, Palo Alto,
10 CA 94301.

11 3. Axle is ignorant of the true names and capacities of defendants sued herein as
12 DOES 1 through 20 and, therefore, sues these defendants by such fictitious names. Axle will
13 amend this Complaint to allege their true names and capacities when ascertained. Axle is
14 informed and believes, and thereon alleges, that the fictitiously named defendants sued herein by
15 fictitious names DOES 1 through 20, inclusive, and each of them, are in some manner responsible
16 for the acts herein alleged.

17 **JURISDICTION AND VENUE**

18 4. This Court has subject matter jurisdiction over this Complaint under federal
19 trademark-related laws 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338, and supplemental
20 jurisdiction under 28 U.S.C. § 1367.

21 5. This Court has supplemental jurisdiction over the claims arising under the laws of
22 the State of California under 28 U.S.C. § 1367(a), because the state law claims form part of the
23 same case or controversy and derive from a common nucleus of operative fact as the federal
24 claims.

25 6. This Court has personal jurisdiction over Defendant because Defendant has
26 deliberately and intentionally marketed and sold or caused to be marketed and sold the infringing
27 services to consumers in the State of California and therefore committed acts of infringement in
28

1 the State of California. Further, Defendant's principal place of business is in California in this
2 District, and thus, Defendant resides in this District.


3 7. Venue is proper in this Court under 28 U.S.C. § 1391 because Defendant is subject
4 to personal jurisdiction in this judicial district and because a substantial part of the underlying
5 events giving rise to this action occurred in this judicial district.

6 8. Defendant has deliberately and intentionally provided or caused to be provided the
7 Infringing Activities under the Infringing Mark in this judicial district.

8 INTRODUCTION

9 9. This is an action for trademark infringement and unfair competition arising under
10 the Trademark Act of 1946, as amended 15 U.S.C. § 1051, *et seq.* (the "Lanham Act"), and under
11 the common law of the State of California.

12 10. For more than a decade, Axle has offered its third-party logistics services and
13 related services to its loyal and growing customer base. Axle offers shipping, trucking, freight,
14 and delivery services to ensure timely delivery of all manner of commercial products and
15 shipments. In the highly specialized, fast-paced, competitive logistics and transportation industry,
16 Axle has distinguished itself for its exceptional, unique customer service and its rapid growth.

17 11. Importantly, Axle owns federal trademark registrations for its associated marks
18 and has used its AXLE LOGISTICS Mark since at least as early as February 2012. In October
19 2019 and January 2020, Axle obtained registrations for  and AXLE
20 LOGISTICS®, respectively, with the United States Patent and Trademark Office ("USPTO")
21 (collectively, the "AXLE Marks") for distribution and logistics-related services. *See* USPTO
22 Registration Numbers 5888173 and 5970169, attached as **Exhibit 1**.

23 12. For at least the last ten years, Axle has continuously and exclusively used the
24 AXLE Marks, which consumers have come to associate with Axle's superior services. Axle
25 enjoys significant goodwill associated with its AXLE Marks and has dedicated significant
26 resources to marketing and protecting its Marks.

27 13. In or about March 2023, Axle became aware that Defendant was using the "AXL
28 LOGISTICS" name or a variation or derivation thereof to market, sell, and provide to consumers

1 services that are nearly identical to the services offered under the AXLE Marks (the “Infringing
2 Activities”).

3 14. Defendant has repeatedly used the AXLE mark, or a confusingly similar variation
4 thereof, in its name and trademark “AXL LOGISTICS” (the “AXL LOGISTICS Mark” or
5 “Infringing Mark”) to conduct its infringing services in the United States, in clear violation of
6 Axle’s senior rights, and despite being on notice of such rights.

7 15. Defendant’s Infringing Mark and Infringing Activities are likely to cause
8 confusion among the consuming public as to the source or origin of Axle’s services, thus causing
9 irreparable and ongoing harm to Axle.

10 **STATEMENT OF FACTS**

11 **Axle’s Superior Reputation and Well-Known Marks**

12 16. For over a decade, Axle has used the AXLE Marks to become a leader and
13 innovator in the third-party transportation and logistics services industry. Using the AXLE Marks,
14 Axle provides its top-rated services to a wide range of shipping, transportation, and distribution
15 customers.


16 17. Axle’s loyal and quickly growing customer base associates the AXLE Marks with
17 Axle’s specialized customer service and the top-notch advanced logistics services that Axle
18 offers. This is no surprise given AXLE’s strong reputation in the business community and the
19 robust marketing efforts that AXLE has engaged in to develop its brand. Indeed, Axle has
20 invested significant time, resources, and money into developing its brand into the well-known,
21 highly rated logistics provider that it is today.

22 18. For instance, Axle has been recognized as a leader in the transportation and
23 logistics industry in a wide range of publications and industry rankings. In 2021 and 2022, *Selling*
24 *Power Magazine* named Axle as a “Top 50 Company to Sell For.” *See* Selling Power’s 50 Best
25 Companies to Sell For – 2022, copy attached as **Exhibit 2**. Additionally, for the last seven years,
26 Axle has been named to *Inc.*’s annual “Inc. 5000” list, which identifies the fastest-growing private
27 companies in America. *See* Inc. List, attached as **Exhibit 3**. In both 2021 and 2022, Axle was
28 ranked on *Transport Topic*’s Top 100 List in logistics. *See* Transport Topic Lists, attached as

Exhibit 4. Further, Axle employees have consistently rated Axle as a “Top Workplace,” making Axle a winner of multiple employment-related awards, including *The Greater Knoxville Area Top Workplaces 2022 Award*. See Knoxville News Sentinel Article, attached as **Exhibit 5**.

19. Axle’s superior customer service, positive culture, and excellent logistics services have made Axle a well-respected, widely known industry leader. Consequently, consumers associate the distinctive AXLE Marks with the highest quality service, and the Marks are a valuable representation of Axle’s significant goodwill.


Axle’s Registration of the AXLE Marks

20. After using the AXLE Marks for several years, Axle filed an application to register with the USPTO its AXLE LOGISTICS Design Mark, , identifying its first use in commerce as February 28, 2012 (the “AXLE Design Mark”). On October 22, 2019, the USPTO approved registration of the AXLE Design Mark on the Principal Register, assigning Registration No. 5,888,173 for the following services in International Class 35: “supply chain management services business management services, namely, managing logistics, reverse logistics, supply chain services, supply chain visibility and synchronization, supply and demand forecasting and product distribution processes for others; freight logistics management; transportation logistics services, namely, arranging the transportation of goods for others; transportation logistics services, namely, planning and scheduling shipments for users of transportation services.” See Registration Certificate, attached as **Exhibit 1**.

21. Similarly on June 3, 2018, Axle filed U.S. Application Serial No. 87/946,318 to register the AXLE LOGISTICS Word Mark with the USPTO, identifying its first use in commerce as February 28, 2012 (the “AXLE Word Mark”).

22. On January 28, 2020, the AXLE Word Mark was registered by the USPTO on the Principal Register and accorded Registration No. 5,970,169 covering the use of the AXLE Word Mark for the following services in International Class 35: “supply chain management services; business management services, namely, managing logistics, reverse logistics, supply chain services, supply chain visibility and synchronization, supply and demand forecasting and product distribution processes for others; freight logistics management; transportation logistics

services, namely, arranging the transportation of goods for others; transportation logistics services, namely, planning and scheduling shipments for users of transportation services.” *See* Registration Certificate, attached as **Exhibit 1**.

23. The Axle Marks are inherently distinctive with the most prominent feature being the word AXLE — i.e., AXLE LOGISTICS and . The Marks’ distinctiveness is further evidenced by their registration on the Principal Register, which is reserved for the most distinctive marks and those marks with significant secondary meaning. The Registrations afford Axle robust protection under federal law, serve as *prima facie* evidence of the Marks’ validity, signify Axle’s exclusive right to use the mark in connection with the services listed in the Registrations, and constitute constructive notice to infringers that Axle enjoys exclusive rights and ownership in the AXLE Word Mark and AXLE Design Mark.

Defendant’s Infringing Mark and Services

24. On or around March 2023, Axle discovered that Defendant uses the name AXL LOGISTICS to offer the same or similar services as those offered by Axle.

25. Defendant’s Infringing Mark and the AXLE Marks both feature a variation of the word “AXLE” and the word “LOGISTICS” as their most prominent features.

26. Based on Defendant’s Infringing Activity, on March 23, 2023, Axle sent a letter to Defendant in good faith to demand that Defendant cease and desist using the confusingly similar Infringing Mark. **Exhibit 6**. Defendant did not respond to this letter. On May 24, 2023, Axle sent a second letter again demanding in good faith that Defendant cease and desist using the confusingly similar Infringing Mark. **Exhibit 7**. Defendant again did not respond to this letter. On November 15, 2023, Axle’s representative called Defendant to request a response to the letter, which Defendant’s representative (upon information and belief, Defendant’s owner) stated Defendant would provide by December 1. No such response has been received.

27. On December 1, Axle sent a follow-up email to “Axl Logistics” at an email address known to be used by Defendant. The email included a copy of a follow-up cease-and-desist letter and a draft complaint that Axle warned would be filed if Defendant did not comply with Axle’s earlier demand. **Exhibit 10**.

1 28. The same letter and draft complaint were sent via FedEx on December 1.
2 **Exhibit 11.**

3 29. No response was received, so on December 8, Axle sent another email to
4 Defendant asking for Defendant's agreement to Axle's proposal for resolving the dispute by
5 December 13. **Exhibit 12.**

6 30. No response was received, so on or around December 14, Axle's representative
7 called Defendant again. On this occasion, Axle's representative left a voicemail with Defendant,
8 but did not receive a response.

9 31. Axle went out of its way to seek Defendant's compliance before filing this lawsuit,
10 but Defendant has disregarded, ignored, and failed to address Axle's concerns and entreaties.

11 32. Despite Defendant's clear notice of Axle's exclusive rights in the AXLE Marks in
12 connection with logistics and transportation services, Defendant has failed to cease its unlawful
13 activities and has continued to market its services using the Infringing Mark.

14 33. Defendant never sought or obtained permission to use or license the AXLE Marks,
15 or any other confusingly similar marks, even though Defendant is at least constructively aware of
16 Axle's objections to Defendant's use of the confusingly similar and Infringing Mark.

17 34. By using the AXLE name in connection with the competing Infringing Activities,
18 Defendant seeks to confuse and deceive the consuming public as to the source of its services. This
19 is especially concerning given that the top result for a simple Google search of Defendant's name
20 "axl logistics" returns Axle's website. In addition, the Google search automatically includes
21 results for "axle logistics" and provides information about Axle's place of business including
22 Axle's address, telephone number, and Google Reviews. *See* Google Search, **Exhibit 8**. Further,
23 the second result when searching "axl logistics" is Defendant's website. *See* **Exhibit 8**;
24 Defendant's "Contact" Webpage, **Exhibit 9**.

25 35. Defendant's Infringing Activity is likely to confuse the consuming public and
26 specifically consumers in the transportation and logistics industry. That Defendant's Infringing
27 Mark is confusingly similar is clearly evidenced by its prominent use of the word "LOGISTICS"
28 and a variation of the word "AXLE." Defendant's continued use of the Infringing Mark is likely

1 to continue causing consumers to mistakenly assume Axle's services are connected to
2 Defendant's.

3 36. Defendant's continued, infringing use of the Infringing Mark has injured Axle and
4 will continue to do so by usurping Axle's federally protected and exclusive rights in its AXLE
5 Marks and by damaging the valuable goodwill that Axle has worked so hard to garner and
6 maintain. Axle has been further injured by being forced to retain counsel to enforce its rights in
7 the AXLE Marks, and as such, Axle is entitled to its reasonable attorneys' fees and costs in
8 connection with this matter.

9 **CLAIMS**

10 **FIRST CLAIM**

11 **Federal Trademark Infringement – AXLE Marks (Section 32(1) of the Lanham Act, 15**

12 **U.S.C. § 1114(1))**

13 **(Against Defendant Axl and DOES 1-20)**

14 37. Axle incorporates and realleges the allegations contained in the above stated
15 paragraphs as if fully set forth herein.

16 38. Axle has valid ownership and exclusive rights to the federally registered and
17 protected AXLE Marks (USPTO Reg. Nos. 5888173 and 5970169), for use in connection with
18 logistics, distribution, and transportation services, as identified in the AXLE Registrations.

19 39. Defendant has infringed and continues to infringe Axle's federally registered
20 AXLE Marks in interstate commerce by various acts, including, without limitation, offering
21 logistics, distribution, shipping, and transportation services under the AXLE Marks, and variants
22 thereof, which are confusingly similar to Axle's federally registered AXLE Marks.

23 40. Defendant's use of the confusingly similar name "Axl Logistics" for nearly
24 identical services is likely to continue to cause consumer confusion. Defendant has used and
25 continues to use the AXLE name for its logistics, distribution, shipping, and transportation
26 services without Axle's permission or authority, and in spite of Axle's request for Defendant to
27 cease and desist its Infringing Activities.
28

1 3. That Defendant be directed to file with the Court and serve on Axle, no later than
2 thirty (30) days after the issuance of an injunction, a report in writing under oath setting forth in
3 detail the manner and form in which Defendant has complied with the injunction.

4 4. That the Court adjudge and decree that Defendant's infringing use of the AXLE
5 Marks, or any confusingly similar variation, is in violation of 15 U.S.C. § 1114.

6 5. That the Court adjudge and decree that Defendant's infringing use of the AXLE
7 Marks, or any confusingly similar variation, is in violation of 15 U.S.C. § 1125.

8 6. That the Court adjudge and decree that Defendant's infringing use of the AXLE
9 Marks, or any confusingly similar variation, is in violation of California law.

10 7. That the Court adjudge and decree that a likelihood of confusion exists between
11 the AXLE Marks and Defendant's infringing AXL LOGISTICS Mark.

12 8. That the Court adjudge and decree that Defendant's infringing use of the AXLE
13 Marks, or any confusingly similar variation, is willful.

14 9. That the Court adjudge and decree that this case is exceptional.

15 10. That the Court require a full and complete accounting of all monies received by
16 Defendant as a result of the wrongful conduct, together with an order transferring to Axle any
17 amounts found to be due to Axle.

18 11. That Axle be awarded Defendant's profits and/or Axle's damages from lost sales
19 after an accounting, and that such award be increased as permitted, including being trebled as
20 provided under 15 U.S.C. § 1117.

21 12. That Axle be awarded its costs and attorneys' fees from Defendant, including as
22 provided by 15 U.S.C. § 1117.

23 13. That the Court award pre- and post- judgment interest on all monies found to be
24 due to Axle from Defendant, at the then prevailing or legal rate, whichever is greater, from the
25 date said amounts or any part thereof became or become due.

26 14. That the Court require Defendant to notify its customers, clients, and associates of
27 said Court Order.

1 15. That Axle be awarded such other and further relief as this Court may deem just
2 and proper.

3 **DEMAND FOR JURY TRIAL**

4 Axle hereby demands a trial by jury for all issues so triable.

5
6 Dated: December 22, 2023

KUTAK ROCK LLP

7
8 By: /s/ Brian J. Wagner

Brian J. Wagner
Scott M. Douglass (PHV forthcoming)
Attorneys for Plaintiff,
AXLE LOGISTICS, LLC

EXHIBIT 1

United States of America

United States Patent and Trademark Office



Reg. No. 5,888,173

Registered Oct. 22, 2019

Int. Cl.: 35

Service Mark

Principal Register

Axle Logistics, LLC (TENNESSEE LIMITED LIABILITY COMPANY)
520 W Summit Hill Dr Ste 1005
Knoxville, TENNESSEE 379022012

CLASS 35: Supply chain management services; Business management services, namely, managing logistics, reverse logistics, supply chain services, supply chain visibility and synchronization, supply and demand forecasting and product distribution processes for others; Freight logistics management; Transportation logistics services, namely, arranging the transportation of goods for others; Transportation logistics services, namely, planning and scheduling shipments for users of transportation services

FIRST USE 2-28-2012; IN COMMERCE 2-28-2012

The mark consists of the words "AXLE LOGISTICS" in a stylized font with the word "AXLE" above the word "LOGISTICS". To the left of the literal element lies a triangle within a triangle, the larger triangle being comprised of an angle and a trapezoid so that there are visible gaps in its formation.

No claim is made to the exclusive right to use the following apart from the mark as shown: "LOGISTICS"

SER. NO. 87-946,319, FILED 06-03-2018



Andrei Iancu

Director of the United States
Patent and Trademark Office

United States of America

United States Patent and Trademark Office

AXLE LOGISTICS

Reg. No. 5,970,169

Registered Jan. 28, 2020

Int. Cl.: 35

Service Mark

Principal Register

Axle Logistics, LLC (TENNESSEE LIMITED LIABILITY COMPANY)
520 W Summit Hill Dr Ste 1005
Knoxville, TENNESSEE 379022012

CLASS 35: Supply chain management services; Business management services, namely, managing logistics, reverse logistics, supply chain services, supply chain visibility and synchronization, supply and demand forecasting and product distribution processes for others; Freight logistics management; Transportation logistics services, namely, arranging the transportation of goods for others; Transportation logistics services, namely, planning and scheduling shipments for users of transportation services

FIRST USE 2-28-2012; IN COMMERCE 2-28-2012

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

No claim is made to the exclusive right to use the following apart from the mark as shown: "LOGISTICS"

SER. NO. 87-946,318, FILED 06-03-2018



Andrei Iancu

Director of the United States
Patent and Trademark Office



EXHIBIT 2



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50 Best Companies to Sell for in 2022



For the 22nd year, Selling Power has ranked the 50 best companies to sell for in the United States. The list encompasses companies of all sizes – with sales forces ranging from fewer than 100 salespeople to companies with sales force numbers in the tens of thousands.

See the full list: [50 Best Companies to Sell For 2022](#)

To compile the list, the Selling Power research team issued a newly updated comprehensive application in March 2022 with detailed sections covering compensation, benefits, sales-rep onboarding, sales training, and sales enablement. This year, companies that applied also supplied pertinent

information about their sales culture – along with their diversity and inclusion efforts – which we used to further fine tune the rankings. The diversity and inclusion information covered both the sales force and sales management levels.

The scoring process continues to be honed each year to ensure Selling Power provides the most objective data-sensitive rankings while still maintaining strict confidentiality of the raw data provided to us. As we continually work to adjust our selection and ranking process to accommodate for ever-changing market conditions, technology, trends in selling, and other external factors, each year's ranking uniquely stands on its own and is not directly comparable to prior years. That is particularly the case this year, with the first-time categories factored in.



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level and score each company at varying degrees above, below, or at the established base level. Another example is the hosting of sales contests, for which companies were scored not only on whether they host sales contests, but also the frequency of the contests.

This year we congratulate Datasite for earning the top spot for the first time, but it should be noted that salespeople can achieve success with any of these outstanding companies. We want to stress that all the companies included on the 2022 50 Best Companies to Sell For listing have strong sales organizations that would maximize the success and performance of any salesperson.

All companies' sizes and industries are unique, so this list should be used as a guide to explore each company's strengths and differences and match them to individual seller strengths and goals.

Request an application: [50 Best Companies to Sell For \(2023\)](#)

Top 5 Best Companies to Sell For in 2022

#1 Datasite

Driven at Datasite: Salespeople at Datasite thrive because they are empowered to create and own their professional journey. They are motivated to close more deals because the company invests in them through training (via programs such as the Fast Start Guide and the Datasite University), a focus on individual wellness, and their most exclusive accolade, the Annual Accelerator Club, which offers access to top-level networking, philanthropy, and celebrations with executive leadership and colleagues across all functions.

#2 Amarok

Ambition at AMAROK: At AMAROK, people are the foundation of success. With a belief that a company's products are only as good as the people standing behind them, AMAROK is committed to providing an environment that enables and drives salespeople to be their best. The company's leaders support sales; leading from the front ensures success for everyone involved.



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a set of common goals and motivations. They help entrepreneurs and small businesses succeed by serving as trusted advisors to existing and prospective customers alike. Now, more than ever, the Justworks team has been able to find true meaning by helping some of their customers survive and thrive amid tough economic realities.

#4 Prudential Overall Supply

People Powering Prudential: Family owned and operated since 1932, Prudential leadership recognizes that its salespeople should be as diverse as its customers, and prioritizes a strong commitment to hiring, developing, and celebrating diversity. This bonds sales pros with customers and suppliers, who trust that their unique needs and backgrounds are respected and considered by the organization.

#5 Cintas

Partner Success at Cintas: Cintas continuously strives to have the most highly trained, professional, and diverse sales organization in North America while providing an environment where open, honest communication and feedback are welcomed. We refer to our employees as “partners,” and pride ourselves on having a world-class new hire onboarding program that is designed to help ensure their success.

Selling Power's 50 Best Companies to Sell For — 2022

Rank	Name	Compensation & Benefits	Hiring, Sales Training & Sales Enablement	Diversity, Inclusion & Other Factors	Total Points
1	Datasite	165	56	26	247



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	Franchise 500 Ranking	2022 Sales (\$M)	2022 Profit (\$M)	2022 Revenue (\$M)	2022 Profit (\$M)
5	Cintas	174	45	24	243
6	Aramark	165	53	24	242
7	Hilti North America	166	50	24	240
8	WM	165	50	23	238
9	Thryv	161	52	23	236
10	Shaw Industries	161	48	24	233
11	Graybar Electric	159	50	23	232
12	Heartland	160	47	24	231
13	Undertone	163	45	22	230
14	KBS	165	39	24	228
15	Hormel Foods	160	44	22	226
16	The Sales Board dba Action S...	151	50	24	225
17	Ecolab	150	48	24	222
18	Win Waste Innovations	152	46	23	221
19	Allego	148	48	23	219
20	Kimball Midwest	146	49	23	218
21	Emser Tile	145	49	23	217
22	First American Equipment Fin...	144	49	23	216
23	Unifirst	144	48	23	215
24	ABM Industries	144	47	22	213
25	England Logistics	142	47	23	212
26	NorthStar Memorial Group	140	49	22	211



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30	Flex Technology Group	141	44	22	207
31	Carchex	136	48	22	206
32	ClearOne Advantage	128	48	23	199
33	Hibu	127	46	23	196
34	6Sense	126	45	24	195
35	Bettercloud	124	46	23	193
36	Axle Logistics	124	45	21	190
37	Nuance Communications	122	42	24	188
38	Spot Freight	118	46	22	186
39	Endurance	117	44	22	183
40	Paychex	116	43	23	182
41	Stericycle	115	43	22	180
42	Corporate Traffic Logistics	111	43	22	176
43	Zoom Info	111	40	24	175
44	ADI Global Distribution	109	40	23	172
45	Advanced Technology Services	108	39	23	170
46	BBI Logistics	108	39	22	169
47	FedEx	110	33	25	168
48	Transloop Logistics	108	34	22	164
49	Xerox	103	35	24	162
50	International Business Machi...	102	34	25	161



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EXHIBIT 3



Company Profile



Full List

Company

Explore the List

No.1,207

Axle Logistics

Third-party logistics company providing North American customers a safe, reliable carrier network with the expertise of a multi-national company.



COMPANY INFORMATION

Industry

Logistics & Transportation

Location

KNOXVILLE, Tennessee

Leadership

JONATHAN CLAY

Year Founded

2012

Company Size

51-200 employees

Website

<http://axlelogistics.com>

LinkedIn

<https://www.linkedin.com/company/axlelogistics>

Twitter

<https://www.twitter.com/axlelogistics>

INC. HONORS

Inc. 5000

No. 1207 (2022) 537% 3-Year Growth

No. 1486 (2021), No. 2122 (2020), No. 1117 (2019), No. 1229 (2018), No. 929 (2017), No. 693 (2016)

Regionals
Southeast

No. 112 (2022)

No.1,208

FreightWise

Transportation software that offers optimization of carrier rates, shipping routes, back-office functions, volume considerations, and more.



From left: Alex Rustioni, EVP of sales at Freightwise, Richard Hoehn, CIO, and Chris Cochran, CEO and co-founder.

COMPANY INFORMATION

Industry	Logistics & Transportation
Location	Brentwood, Tennessee
Leadership	Chris Cochran

Year Founded	2014
Company Size	51-200 employees
Website	http://freightwisellc.com
LinkedIn	https://www.linkedin.com/company/freightwise-llc
Twitter	https://twitter.com/FreightWise
Area of Impact	Food Insecurity

INC. HONORS

Inc. 5000 **No. 1208** (2022) *537% 3-Year Growth*
No. 663 (2021), **No. 142** (2020), **No. 2** (2019)

RELATED STORIES

INC. 5000 KEVIN J. RYAN



This Company Succeeds by Putting a Dollar Value on Every Employee

No.1,209

Incredible One Enterprises

Business growth consulting firm specializing in teaching entrepreneurs business strategies, spiritual alignment and mindset coaching, wealth stabilization and legacy development.



COMPANY INFORMATION

Industry

Business Products & Services

Location

Newark, Delaware

Leadership

Dr. Darnyelle Jervey Harmon

Year Founded

2007

Website <http://incredibleoneenterprises.com>

LinkedIn <https://www.linkedin.com/company/DarnyelleJerveyHarmon>

Twitter <https://www.twitter.com/DarnyelleJervey>

INC. HONORS

Inc. 5000 **No. 1209** (2022) *536% 3-Year Growth*

No.1,210 **Stream.io**

Software company providing client teams with enterprise-grade cloud components to add in-app chat and activity feeds to their products.

in  

COMPANY INFORMATION

Industry Software

Location	Boulder, Colorado
Leadership	Thierry Schellenbach
Year Founded	2015
Website	http://getstream.io
LinkedIn	https://www.linkedin.com/company/getstream

INC. HONORS

Inc. 5000

No. 1210 (2022) 536% 3-Year Growth

No. 838 (2021)

No.1,211

Hungryroot

Food supplier using artificial intelligence to deliver clients healthy groceries weekly along with recommended recipes curated for the

individual.



COMPANY INFORMATION

Industry Food & Beverage

Location New York, New York

Leadership Ben McKean

Year Founded 2015

Company Size 51-200 employees

Website <http://hungryroot.com>

LinkedIn <https://www.linkedin.com/company/hungryroot>

Twitter <https://www.twitter.com/hungryroot>

INC. HONORS

Inc. 5000 No. 1211 (2022) 536% 3-Year Growth

No. 214 (2021), No. 760 (2020)

PRIVACY POLICY
NOTICE OF COLLECTION
DO NOT SELL MY DATA
AD VENDOR POLICY
TERMS OF USE
ADVERTISE
HELP CENTER
SITEMAP

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EXHIBIT 4



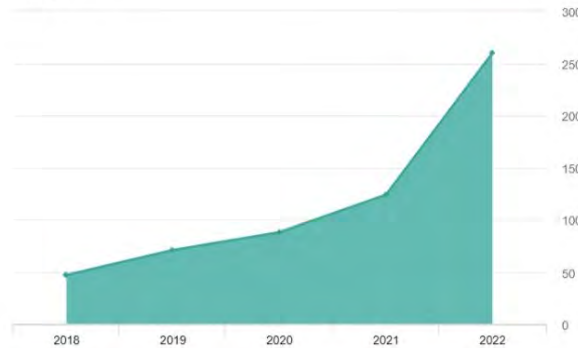
Net Revenue
\$67,000,000
Services
A non-asset-based, third-party logistics company providing truckload, less-than-truckload, intermodal and warehousing services.

- 14 Worldwide Express/GlobalTranz
- 15 Burns Logistics
- 16 Hub Group
- 17 Lineage Logistics
- 18 Landstar System
- 19 Schneider
- 20 Echo Global Logistics
- 21 Penske Logistics
- 22 MODE Global
- 23 NFI
- 24 DB Schenker (North America)
- 25 Ceva Logistics (North America)
- 26 Geodis (North America)

Trends

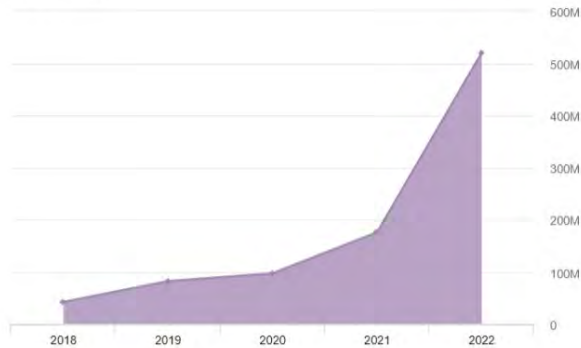
Employee Trend

Last 5 Years



Revenue Trend

Last 5 Years



Ranking reflects previous year's data.

Details

Sectors

- Dedicated
- Freight Brokerage
- Warehousing
- Ocean Freight
- Airfreight

Key Customers

NA

Industries Served

Top Industries Served:

Automotive, consumer packaged goods, industrial and manufacturing

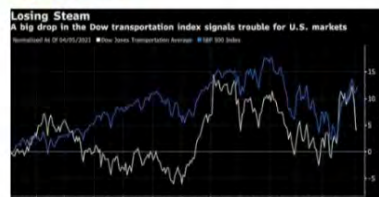
Other Industries Served:

Building products, chemicals, food and beverage, rubber and plastic products

From This Company



Top 50 News



Gloom in Transports Sends Smoke Signal for US Stocks



DeJoy Says He's Been Cleared in Federal Probe



Secretary Walsh Optimistic About Port Workers'



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TOP 100 LOGISTICS

2022 Essential Financial and Operating Information for the 100 Largest Logistics Companies in North America

Opinion



Trying Times Provide 3PLs a Chance to Prove Their Worth

Battling supply chain, freight capacity issues, logistics providers demonstrate the value they bring to their business partners.



Expanded Top 100 3PLs List Reflects New Landscape

As the 3PL industry continues to grow, so does our ranking of North America's largest logistics companies, now at 100.



Interactive Map: Where The Top 100 Are

Find out where the Top 100 Logistics companies are located by region, click links to view details about the company.

Rankings

Deloitte LLP | Coyote Logistics | RFL Storage Warehouse | BNSF Railway | Dedicare | Doran Freight | AutoEdge

Rank 2022	Company	Gross Revenue (Million)	Net Revenue (Million)	Employees
85	Worleyparsons	\$524	\$541	234
86	Airte Logistics	\$520	\$67	260
87	TA Services	\$516	\$97	700
88	Circle Logistics	\$513	\$83	510
89	Laurel Spate	\$500		5,200
90	Bagdad Logistics	\$490	\$105	518

About the Rankings...

In cooperation with **ARMSTRONG & ASSOCIATES, INC.**

Editor's



High Demand Drives 3PLs to Best Growth Year on Record

Air, ground and ocean transportation rates soared to historic levels in 2021 as shippers leaned on 3PLs for goods.



The Rise of Entrepreneurial Carriers: Shippers' Impact

Shippers must be ready to adapt to a surge in small carriers by providing systems that allow them to succeed.



Outgrowing Your TMS Is OK; Don't Let It Happen Twice

As your company grows, you need your software or platform to be able to grow and adapt with you.



TT 100 Logistics Companies Press Release and Logos

If your company appears on the list, you have a few ways to announce it. Visit our logo library to get web- and print-ready graphics.



Market Growth, Mergers Adjust Sector Rankings

From freight brokers to airfreight forwarders, all sectors of the logistics industry reacted to new demands.



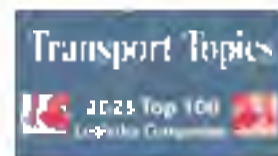
About Us: Transport Topics' Top 100 Logistics List

Learn more about how companies are selected for Transport Topics' Top 100 Largest Logistics Companies list.

Logistics News

Logistics, Top 100

Submit Your Company for Consideration on Our Top 100 Logistics Companies List



Does your business have what it takes to qualify for inclusion in our 2023 Transport Topics Top 100 Logistics Companies list?

Transport Topics | 1-800-333-3333

Business, Logistics

RoadOne Acquires Intermodal Service Provider



Kodiak Intermodal Logistics announced the acquisition of The Transporter Inc., a regional intermodal service provider with office locations in Houston, Dallas and Laredo, Texas.

and | 10/12/23

Business, Technology, Equipment, Logistics

Heavy-Duty Electric Truck 'Subscriptions' Could Clean Up Pollution

Change to the hidden high and costly base cost of consumer goods carried by tens of thousands of drayage trucks is coming in the form of more widely-accessible electric alternatives.



Scott Wessely | Bloomberg News | 10/12/23

Business, Logistics

Amazon Leads Rebound in Battered Tech as Traders Reload on Risk



Amazon.com Inc. was among the biggest contributors to the Nasdaq 100 index's 4.5% gain for the week ending Jan. 13 as the market regains its appetite for risk.

Arac Williams | Bloomberg News | Bloomberg News | 1/13/24

Government, Equipment, Safety, Logistics

Truckers Trying to Navigate the Notch Could Lead to a Fine Mess



Vermont transportation officials have a message for truckers seeking to follow their GPS up state Route 101 through Smugglers' Notch and over Mount Mansfield: You'll get stuck and fined up to \$2,000.

Neil Parke | Staff Reporter | 10/12/23

Government, Business, Technology, Equipment, Safety, Fuel, Logistics, Autonomous

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or | 1-800-333-3333 | TransportTopics.com

Government, Business, Logistics

Cold Storage Facility to Be Built Near Port of Charleston



South Carolina has captured a \$49.9 million deal for a cold storage warehousing and logistics company to set up operations near the Port of Charleston, Gov. Henry McMaster announced.

Neil Parke | Staff Reporter | 1/13/24

Government, Business, Logistics

COVID's Impact on Shopping, Supply Chain Remains Profound



WASHINGTON — The coronavirus pandemic had a profound impact on how shopping and supply chains operate, experts said Jan. 10 during a session at Transportation Research Board's annual meeting.

Conner D. Ward | Staff Reporter | 1/10/24

Government, Business, Logistics

Trucking Demand Growth Increases Land Management Concerns



WASHINGTON — The increase in demand for freight transportation is adding strain on land management, experts said during a session at the Transportation Research Board's annual meeting Jan. 11.

Conner D. Ward | Staff Reporter | 1/11/24

Government, Business, Technology, Logistics

Congestion Easing at Ports, Along Southern Border, TRB Speakers Say



WASHINGTON — Nearly three years after the beginning of the COVID-19 pandemic, global supply chains and cargo volumes return to pre-pandemic levels.

Sam Hunsley | Staff Reporter | 1/11/24

1 2 3 4 5 6 7 8 next last

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EXHIBIT 5



[BACK TO ALL ARTICLES](#)

KNOXVILLE NEWS SENTINEL NAMES AXLE LOGISTICS A WINNER OF THE GREATER



JULY 21, 2022

Knoxville, Tennessee, July 24, 2022 – Axle Logistics has been awarded a Top Workplaces 2022 honor by Knoxville Top Workplaces Top Workplaces. The list is based solely on **employee feedback** gathered through a third-party survey administered by employee engagement technology partner **Energage** LLC. The anonymous survey uniquely measures 15 culture drivers that are critical to the success of any organization: including alignment, execution, and connection, just to name a few.

“During this very challenging time, Top Workplaces has proven to be a beacon of light for organizations, as well as a sign of resiliency and strong business performance,” said Eric Rubino, Energage CEO. “When you give your employees a voice, you come together to navigate challenges and shape your path forward. Top Workplaces draw on real-time insights into what works best for their organization, so they can make informed decisions that have a positive impact on their people and their business.”

ABOUT

Axle Logistics is a non-asset based, third-party logistics (3PL) company headquartered near the heart of downtown Knoxville, TN. Axle focuses on providing safe, reliable, advanced logistics services – Truckload, LTL, Intermodal, and Warehousing to customers throughout the continental U.S., Canada and Mexico. Axle Logistics was built with the vision of bringing a sense of comfort and convenience to an industry often filled with inefficiencies by providing specialized customer service and unique approach to logistics management. At Axle Logistics, we strongly embrace the entrepreneurial spirit and have a passion for providing real opportunities to ambitious professionals who share our energy and competitive nature. Axle provides its employees with a path for success through its comprehensive and professional development programs as well as unlimited access to a dynamic and driven leadership team. Axle Logistics offers so much more than a job – it's a movement #BuildYourEmpire

COMPANY CONTACT

Axle Logistics

axlelogistics.com/contact/

AWARDS



ABOUT ENERGAGE

Making the world a better place to work together.™

Energage is a purpose-driven company that helps organizations turn employee feedback into useful business intelligence and credible employer recognition through Top Workplaces. Built on 14 years of culture research and the results from 23 million employees surveyed across more than 70,000 organizations, Energage delivers the most accurate competitive benchmark available. With access to a unique combination of patented analytic tools and expert guidance, Energage customers lead the competition with an engaged workforce and an opportunity to gain recognition for their people-first approach to culture. For more information or to nominate your organization, visit energage.com or topworkplaces.com.





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EXHIBIT 6

BAKER DONELSON

165 MADISON AVENUE, SUITE 2000 MEMPHIS, TENNESSEE 38103 • 901.526.2000 • bakerdonelson.com

SCOTT M. DOUGLASS, SHAREHOLDER

Direct Dial: 901.577.2258

E-Mail Address: sdouglass@bakerdonelson.com

March 23, 2023

VIA FEDERAL EXPRESS

Axl Logistics LLC
855 El Camino Real
Palo Alto, CA 94301

RE: Axl Logistics LLC's Infringement of Axle Logistics, LLC's Trademarks
Our Docket No.: 2962633

To whom it may concern:

We represent Axle Logistics, LLC ("Axle Logistics") in its intellectual property matters. Axle Logistics is a Tennessee company that provides supply chain, logistics, and freight management services.

This letter concerns your company's infringing use of the "AXL LOGISTICS" mark and derivations thereof (collectively the "Infringing Mark"). Axle Logistics demands that Axl Logistics LLC and its affiliates ("Axl Logistics" or "your company") immediately cease and desist use of the Infringing Mark, all designs incorporating the Infringing Mark, and all colorable imitations thereof.

Axle Logistics is a third-party logistics company offering advanced logistics services, including truckload and less-than-truckload delivery, intermodal, tracking, routing, and warehousing services, to customers throughout the continental United States, Canada, and Mexico. Axle Logistics has been using its "AXLE LOGISTICS" trademark to identify itself as the source of supply chain management services, business management services, freight logistics management services, and transportation logistics services since 2012. Axle Logistics has invested significant time and resources in building the "AXLE LOGISTICS" brand over the last decade by delivering quality service in an efficient and customer friendly manner. Axle Logistics has built significant goodwill in its "AXLE LOGISTICS" marks through advertising, promotion, and hiring campaigns, including online and through social media.

4880-4437-0009

ALABAMA • FLORIDA • GEORGIA • LOUISIANA • MARYLAND • MISSISSIPPI • NORTH CAROLINA • SOUTH
CAROLINA • TENNESSEE • TEXAS • VIRGINIA • WASHINGTON, D.C.

Axl Logistics LLC

March 23, 2023

Page 2

Axle Logistics has registered its “AXLE LOGISTICS” mark in conjunction with the above-identified services at the U.S. Patent and Trademark Office as following trademarks:

1. U.S. Trademark Registration No. 5,888,173 for the following design mark.



2. U.S. Trademark Registration No. 5,970,169 for the mark “AXLE LOGISTICS”.

Copies of the certificates of registration are enclosed as **Exhibit 1**. Axle Logistics enjoys exclusive rights in its marks at least in conjunction with the services for which the marks were registered, namely, “Supply chain management services; Business management services, namely, managing logistics, reverse logistics, supply chain services, supply chain visibility and synchronization, supply and demand forecasting and product distribution processes for others; Freight logistics management; Transportation logistics services, namely, arranging the transportation of goods for others; Transportation logistics services, namely, planning and scheduling shipments for users of transportation services.” In sum, Axle Logistics offers shipping, trucking, freight, and delivery services to ensure timely delivery of all manner of commercial products and shipments.

Axle Logistics treats intellectual property enforcement as a serious matter and actively enforces its intellectual property rights. For example, Axle Logistics recently obtained a consent judgment and injunction against a third party for unauthorized use of the marks AXLE and AXLE PAYMENTS. *See Exhibit 2*.

It has come to our client’s attention that your company is offering the same or similar services as those offered by our client under the mark “AXL LOGISTICS”. A copy of your SAFER registration information is included as **Exhibit 3**. Your company’s brokerage and freight services compete directly with our client’s services, and the marks AXLE LOGISTICS and AXL LOGISTICS are confusingly similar. Your company’s use of those words to offer services similar to our client’s services is likely to create confusion among the consuming public.

Notwithstanding your company’s infringing activities, our client is prepared to amicably resolve this matter with your company, provided that your company cooperates with our client and shows, to our client’s satisfaction, that your company is willing to take corrective action. Our client demands that your company:

- i. Cease and desist all current and future use of the “AXL LOGISTICS” mark (and any similar marks or colorable imitations thereof) on or in connection with your sales, and offers for sale, of any brokerage, freight, logistics, trucking, delivery, or other supply chain or related services;

Axl Logistics LLC

March 23, 2023

Page 3

- ii. Delete any electronic advertising containing the Infringing Mark (and any similar marks or colorable imitations thereto) on its website(s), Google Ads or Analytics profile(s), or social media profiles;
- iii. Destroy all advertising containing the Infringing Mark (and any similar marks or colorable imitations thereto);
- iv. Provide our client with a full accounting of your company's sales and offers for sale of services under the Infringing Mark, as well as the proceeds therefrom, including the number of transactions, locations of sale or delivery, and revenues earned;
- v. Provide an accounting of profits under the Infringing Mark, in order to remit to our client damages for past sales; and
- vi. Certify in a written statement to our client that you have complied with the foregoing demands set forth in this letter.

Please respond with the requested assurances and information no later than March 31, 2023.

Axle Logistics considers your company's use of the Infringing Mark to violate our client's trademark rights. If you do not agree to cooperate, our client will be forced to consider all available legal recourse to protect its intellectual property rights, including seeking a declaration of rights in federal court.

This letter does not purport to be a complete statement of the facts or law, is without prejudice to the equitable rights of Axle Logistics, and shall not be deemed to be a waiver, relinquishment, or election of any claims or defenses that Axle Logistics, may have against any party with respect to the foregoing. Axle Logistics expressly reserves all rights under all applicable federal and state laws.

Thank you for your immediate attention to this matter.

Sincerely,

BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, PC



Scott M. Douglass, Shareholder

SMD/jjl

Enclosures

EXHIBIT 1

United States of America

United States Patent and Trademark Office



Reg. No. 5,888,173

Registered Oct. 22, 2019

Int. Cl.: 35

Service Mark

Principal Register

Axle Logistics, LLC (TENNESSEE LIMITED LIABILITY COMPANY)
520 W Summit Hill Dr Ste 1005
Knoxville, TENNESSEE 379022012

CLASS 35: Supply chain management services; Business management services, namely, managing logistics, reverse logistics, supply chain services, supply chain visibility and synchronization, supply and demand forecasting and product distribution processes for others; Freight logistics management; Transportation logistics services, namely, arranging the transportation of goods for others; Transportation logistics services, namely, planning and scheduling shipments for users of transportation services

FIRST USE 2-28-2012; IN COMMERCE 2-28-2012

The mark consists of the words "AXLE LOGISTICS" in a stylized font with the word "AXLE" above the word "LOGISTICS". To the left of the literal element lies a triangle within a triangle, the larger triangle being comprised of an angle and a trapezoid so that there are visible gaps in its formation.

No claim is made to the exclusive right to use the following apart from the mark as shown: "LOGISTICS"

SER. NO. 87-946,319, FILED 06-03-2018



Andrei Iancu

Director of the United States
Patent and Trademark Office

United States of America

United States Patent and Trademark Office

AXLE LOGISTICS

Reg. No. 5,970,169

Registered Jan. 28, 2020

Int. Cl.: 35

Service Mark

Principal Register

Axle Logistics, LLC (TENNESSEE LIMITED LIABILITY COMPANY)
520 W Summit Hill Dr Ste 1005
Knoxville, TENNESSEE 379022012

CLASS 35: Supply chain management services; Business management services, namely, managing logistics, reverse logistics, supply chain services, supply chain visibility and synchronization, supply and demand forecasting and product distribution processes for others; Freight logistics management; Transportation logistics services, namely, arranging the transportation of goods for others; Transportation logistics services, namely, planning and scheduling shipments for users of transportation services

FIRST USE 2-28-2012; IN COMMERCE 2-28-2012

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

No claim is made to the exclusive right to use the following apart from the mark as shown: "LOGISTICS"

SER. NO. 87-946,318, FILED 06-03-2018



Andrei Iancu

Director of the United States
Patent and Trademark Office



EXHIBIT 2

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE**

CASE NO. 22-CV-00173-TAV-JEM

AXLE LOGISTICS, LLC,


Plaintiff,

v.

AXLE PAYMENTS, LLC and BUSBOT,
INC.,

Defendants.

STIPULATED CONSENT JUDGMENT AND PERMANENT INJUNCTION

On May 17, 2022, Plaintiff Axle Logistics, LLC (“Axle”) filed its Complaint against Defendants Axle Payments, LLC and BusBot, Inc. (“Defendants”), alleging trademark and trade dress infringement, unfair competition and false designation of origin under the Trademark Act of 1946, as amended, 15 U.S.C. § 1051, *et seq.* (the “Lanham Act”), and under the common law of the State of Tennessee, arising out of Defendants’ unauthorized use of Axle’s trademarks, including its registered AXLE LOGISTICS® and  marks, which Axle has used continuously in U.S. commerce for over ten (10) years.

Each Defendant was properly served with the Summons and Complaint on June 8, 2022. *See* Dkt. 11.

Defendants and Plaintiff Axle now stipulate and consent to this Stipulated Consent Judgment and Permanent Injunction, to its prompt entry by the Court, and to each and every statement, provision, order, and decree in the Stipulated Consent Judgment and Permanent Injunction.

NOW THEREFORE, on consent of Defendant Axle Payments, LLC, Defendant BusBot, Inc., and Plaintiff Axle Logistics, LLC, IT IS ORDERED, ADJUDGED, AND DECREED:

1. Plaintiff Axle is a limited liability company organized and existing under the laws of the State of Tennessee, with a principal place of business at 835 N. Central Street, Knoxville Tennessee 37917. Axle is the owner of the AXLE LOGISTICS marks at issue in this action.

2. Defendant Axle Payments, LLC is a limited liability company organized and existing under the laws of the State of Delaware, having its principal place of business at 205 Hudson Street, Floor 7, New York NY 10013

3. Defendant BusBot, Inc. is a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 205 Hudson Street, Floor 7, New York NY 10013.

4. Defendants market and sell services in Axle's identical industry and market the same to customers similar to or identical with Axle's (the "Infringing Services"). The Infringing Services infringe Axle's rights in the AXLE LOGISTICS marks at issue in this action.

5. This Court has subject matter jurisdiction over this Complaint under 15 U.S.C. §1121, 28 U.S.C. §§1331 and 1338.

6. Additionally, this Court has supplemental jurisdiction over this Complaint under 28 U.S.C. § 1367(a), as the Complaint's state law claims are so related to the federal subject-matter claims raised herein that it forms part of the same case or controversy and derives from a common nucleus of operative fact.

7. This Court has personal jurisdiction over Defendants because Defendants deliberately and intentionally marketed and sold, or caused to be marketed and sold, the Infringing Services in the State of Tennessee.

8. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Defendants are subject to personal jurisdiction in this judicial district, and a substantial part of the events giving rise to this action occurred in this judicial district.

9. Since 2012, Axle has provided its innovative and top-of-class 3PL, transportation and logistics services under its AXLE-formative marks, including but not limited to AXLE

LOGISTICS, AXLE, ,  , and  (collectively, the “Axle Marks”).

10. Each of the Axle Marks is inherently distinctive and thus entitled to protection under the law.

11. The United States Patent and Trademark Office (“USPTO”) has issued multiple federal service mark registrations for the Axle Marks, including Registration Nos. 5,888,173 (the “ ‘173 Registration”) and 5,970,169 (the “169 Registration”) (collectively, the “Axle Trademark Registrations”).

12. Each of the Axle Trademark Registrations is valid, subsisting, and in full force and effect.

13. Pursuant to Section 22 of the Lanham Act, 15 U.S.C. § 1072, the Axle Trademark Registrations provided Defendants with constructive notice of Axle’s claim of ownership for the registered Axle Marks.

14. As a result of Axle’s widespread use and its advertising and marketing efforts for over ten (10) years, the Axle Marks have acquired a highly favorable reputation among the members of the trade and the consuming public and have become valuable symbols of Axle’s goodwill throughout the United States, including in the State of Tennessee.

15. Nearly ten (10) years after Axle's adoption and first use of its Axle Marks, Defendants began marketing, selling, and the Infringing Services under the confusingly similar names "Axle Payments" and "Axle" (the "Infringing Marks").

16. The Infringing Marks used in connection with the Infringing Services infringe Axle's rights in and to the Axle Marks.

17. Defendants' continued use of the Infringing Marks is likely to cause Axle irreparable harm including harming its goodwill and business reputation.

18. Thus, the Court orders that each Defendant and its agents, servants, officers, employees, representatives, successors, assigns, attorneys, successors, and any and all persons acting in concert or participating with them, or any of their successors or assigns or any of them, are hereby permanently enjoined and restrained from directly or indirectly:

(a) using the marks "Axle", "Axle Payments", or any other reproduction, counterfeit, copy, confusingly similar variant, or colorable imitation of the Axle Marks, as a trademark in commerce in any medium;

(b) advertising, marketing, offering for sale, providing or selling the Infringing Services in connection with the Axle Marks, or any reproduction, counterfeit, copy, confusingly similar variant or colorable imitation of the same;

(c) using the Axle Marks, or any reproduction, counterfeit, copy, confusingly similar variant or colorable imitation of the same, in any manner likely to cause others to believe that Defendants' goods or services are connected with Axle or are genuine Axle-licensed products or services;

(d) committing any other acts that may cause the purchasing public to believe that Defendants' goods and services are genuinely licensed by Axle or otherwise provided for the benefit of Axle;

(e) shipping, delivering, holding for sale, importing, distributing, returning, transferring, or otherwise moving or disposing of any materials falsely bearing the "Axle" or "Axle Payments" name or mark, or any other reproduction, counterfeit, copy, confusingly similar variant or colorable imitation of the Axle Marks; and

(f) assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparts (a)-(e) above.

19. The Parties stipulate and agree that this Court has jurisdiction to enter the Stipulated Consent Judgment and Permanent Injunction and that this Court will have continuing jurisdiction for purposes of enforcing the Stipulated Consent Judgment and Permanent Injunction and for purposes of enforcing the Parties' underlying Confidential Settlement Agreement.

20. The Parties further stipulate and agree that the U.S. District Court for the Eastern District of Tennessee will have personal jurisdiction over Defendants in any dispute involving this Stipulated Consent Judgment and Permanent Injunction, the parties' underlying Confidential Settlement Agreement, and any future violation of Axle's intellectual property rights by Defendants.

21. Each Defendant irrevocably and fully waives any and all right to appeal the Stipulated Consent Judgment and Permanent Injunction.

22. The Stipulated Consent Judgment and Permanent Injunction will remain in full force and effect unless and until modified by order of this Court.

23. Other than as agreed upon in the parties' Confidential Settlement Agreement, the parties will bear their own fees and costs in connection with this action.

IT IS SO ORDERED.

s/ Thomas A. Varlan
UNITED STATES DISTRICT JUDGE

ENTERED AS A JUDGMENT
LeAnna R. Wilson
CLERK OF COURT

STIPULATED AND CONSENTED TO BY:

The parties and their counsel consent to the terms and conditions of this Stipulated Consent Judgment and Permanent Injunction and to the entry of the Stipulated Consent Judgment and Permanent Injunction.

AXLE LOGISTICS, LLC

By: s/Wade R. Orr
(Name) Wade R. Orr
(Title) Counsel for Axle Logistics, LLC
Date: September 16, 2022

AXLE PAYMENTS, LLC

By: s/Todd Marabella
(Name) Todd Marabella
(Title) Counsel for Axle Payments, LLC
Date: September 16, 2022

BUSBOT, INC.

By: s/Todd Marabella
(Name) Todd Marabella
(Title) Counsel for BusBot, Inc.
Date: September 16, 2022

[Counsel's signatures on following page]

s/Wade R. Orr

Wade R. Orr – Tenn. Bar No. 27448
Michael J. Bradford – Tenn. Bar No. 22689
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Tayah Woodard (*Pro hac vice*)
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Atlanta, GA 30305
tayah@vividip.com
(404) 474-1600

Counsel for Plaintiff Axle Logistics, LLC

s/Todd Marabella

Scott M. Douglass (Tenn. Bar No. 031097)
Seth R. Ogden (Tenn. Bar No. 034377)
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Facsimile: 615-242-2221
smd@iplawgroup.com
sro@iplawgroup.com

Todd Marabella (*pro hac vice* to be filed)
GOODWIN PROCTER LLP
100 Northern Avenue
Boston, MA 02210
Tel.: (617) 570-1000
Fax: (617) 523-1231
tmarabella@goodwinlaw.com

*Counsel for Defendants Axle Payments, LLC
and BusBot, Inc.*

☐ USDOT Number ☐ MC/MX Number ☒ Name

Enter Value:

Company Snapshot

AXL LOGISTICS INC

USDOT Number: 3368409

ID/Operations | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

Carriers: If you would like to update the following ID/Operations information, please complete and submit form [MCS-150](#) which can be obtained [online](#) or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's [DataQs](#) system.

Carrier and other users: FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance then what is captured in the Company Snapshot. To obtain a CSP please visit the [CSP order page](#) or call (800)832-5660 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to [SAFER General Help](#).

The information below reflects the content of the FMCSA management information systems as of **03/22/2023**.

To find out if this entity has a pending insurance cancellation, please [click here](#).

Other Information for this Carrier

▼ [SMS Results](#)

▼ [Licensing & Insurance](#)

Entity Type:	BROKER																																
Operating Status:	AUTHORIZED FOR BROKER Property	Out of Service Date:	None																														
Legal Name:	AXL LOGISTICS INC																																
DBA Name:																																	
Physical Address:	855 EL CAMINO REAL ST 13-A STE 322 PALO ALTO, CA 94301																																
Phone:	(800) 295-9737																																
Mailing Address:	855 EL CAMINO REAL ST 13-A STE 322 PALO ALTO, CA 94301																																
USDOT Number:	3368409	State Carrier ID Number:																															
MC/MX/FF Number(s):	MC-1079633	DUNS Number:	--																														
Power Units:	0	Drivers:																															
MCS-150 Form Date:	12/09/2022	MCS-150 Mileage (Year):																															
Operation Classification:																																	
<table border="0"> <tr> <td><input checked="" type="checkbox"/> Auth. For Hire</td> <td>Priv. Pass.(Non-business)</td> <td>State Gov't</td> </tr> <tr> <td>Exempt For Hire</td> <td>Migrant</td> <td>Local Gov't</td> </tr> <tr> <td>Private(Property)</td> <td>U.S. Mail</td> <td>Indian Nation</td> </tr> <tr> <td>Priv. Pass. (Business)</td> <td>Fed. Gov't</td> <td></td> </tr> </table>				<input checked="" type="checkbox"/> Auth. For Hire	Priv. Pass.(Non-business)	State Gov't	Exempt For Hire	Migrant	Local Gov't	Private(Property)	U.S. Mail	Indian Nation	Priv. Pass. (Business)	Fed. Gov't																			
<input checked="" type="checkbox"/> Auth. For Hire	Priv. Pass.(Non-business)	State Gov't																															
Exempt For Hire	Migrant	Local Gov't																															
Private(Property)	U.S. Mail	Indian Nation																															
Priv. Pass. (Business)	Fed. Gov't																																
Carrier Operation:																																	
<table border="0"> <tr> <td>Interstate</td> <td>Intrastate Only (HM)</td> <td>Intrastate Only (Non-HM)</td> </tr> </table>				Interstate	Intrastate Only (HM)	Intrastate Only (Non-HM)																											
Interstate	Intrastate Only (HM)	Intrastate Only (Non-HM)																															
Cargo Carried:																																	
<table border="0"> <tr> <td>General Freight</td> <td>Liquids/Gases</td> <td>Chemicals</td> </tr> <tr> <td>Household Goods</td> <td>Intermodal Cont.</td> <td>Commodities Dry Bulk</td> </tr> <tr> <td>Metal: sheets, coils, rolls</td> <td>Passengers</td> <td>Refrigerated Food</td> </tr> <tr> <td>Motor Vehicles</td> <td>Oilfield Equipment</td> <td>Beverages</td> </tr> <tr> <td>Drive/Tow away</td> <td>Livestock</td> <td>Paper Products</td> </tr> <tr> <td>Logs, Poles, Beams, Lumber</td> <td>Grain, Feed, Hay</td> <td>Utilities</td> </tr> <tr> <td>Building Materials</td> <td>Coal/Coke</td> <td>Agricultural/Farm Supplies</td> </tr> <tr> <td>Mobile Homes</td> <td>Meat</td> <td>Construction</td> </tr> <tr> <td>Machinery, Large Objects</td> <td>Garbage/Refuse</td> <td>Water Well</td> </tr> <tr> <td>Fresh Produce</td> <td>US Mail</td> <td></td> </tr> </table>				General Freight	Liquids/Gases	Chemicals	Household Goods	Intermodal Cont.	Commodities Dry Bulk	Metal: sheets, coils, rolls	Passengers	Refrigerated Food	Motor Vehicles	Oilfield Equipment	Beverages	Drive/Tow away	Livestock	Paper Products	Logs, Poles, Beams, Lumber	Grain, Feed, Hay	Utilities	Building Materials	Coal/Coke	Agricultural/Farm Supplies	Mobile Homes	Meat	Construction	Machinery, Large Objects	Garbage/Refuse	Water Well	Fresh Produce	US Mail	
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Fresh Produce	US Mail																																

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

US Inspection results for 24 months prior to: **03/22/2023**

Total Inspections: 0
Total IEP Inspections: 0

Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to [Inspections Help](#) for further information.

Inspections:				
Inspection Type	Vehicle	Driver	Hazmat	IEP
Inspections	0	0	0	0
Out of Service	0	0	0	0
Out of Service %	0%	0%	0%	0%
Nat'l Average % as of DATE 02/24/2023*	22.1%	6.6%	4.51%	N/A

*OOS rates calculated based on the most recent 24 months of inspection data per the latest monthly SAFER Snapshot.

Crashes reported to FMCSA by states for 24 months prior to: 03/22/2023

Note: Crashes listed represent a motor carrier’s involvement in reportable crashes, without any determination as to responsibility.

Crashes:				
Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

Canadian Inspection results for 24 months prior to: 03/22/2023

Total inspections: 0

Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

Inspections:		
Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: 03/22/2023

Note: Crashes listed represent a motor carrier’s involvement in reportable crashes, without any determination as to responsibility.

Crashes:				
Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.

Carrier Safety Rating:

The rating below is current as of: 03/22/2023

Review Information:

Rating Date:	None	Review Date:	None
Rating:	None	Type:	None

ORIGIN ID:RNCA (615) 726-5548
JEN LAVELY

1600 WEST END AVENUE
SUITE 2000
NASHVILLE, TN 37203
UNITED STATES US

SHIP DATE: 23MAR23
ACTWGT: 1.00 LB
CAD: 104595092/INET4580

BILL SENDER

TO **AXL LOGISTICS LLC**
AXL LOGISTICS LLC
855 EL CAMINO REAL

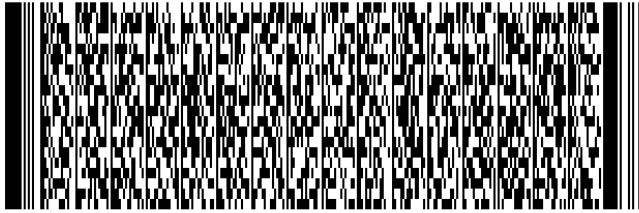
PALO ALTO CA 94301

(615) 726-5548

REF: 031097 2962633-000004

INV:
PO:

DEPT:



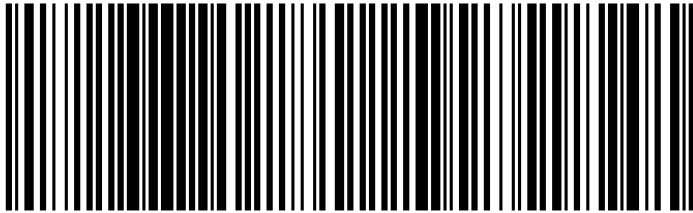
581J79982FE20

TRK# 7716 4116 2444
0201

FRI - 24 MAR 10:30A
PRIORITY OVERNIGHT

XW HGTA

94301
CA-US SFO



After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

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From: TrackingUpdates@fedex.com
To: [Lavelly, Jen](#)
Subject: FedEx Shipment 771641162444: Your package has been delivered
Date: Friday, March 24, 2023 3:02:09 PM

FedEx



Hi. Your package was
delivered Fri, 03/24/2023 at
12:54pm.



Delivered to 855 EL CAMINO REAL, PALO ALTO, CA 94301
Received by B.WARE

OBTAIN PROOF OF DELIVERY

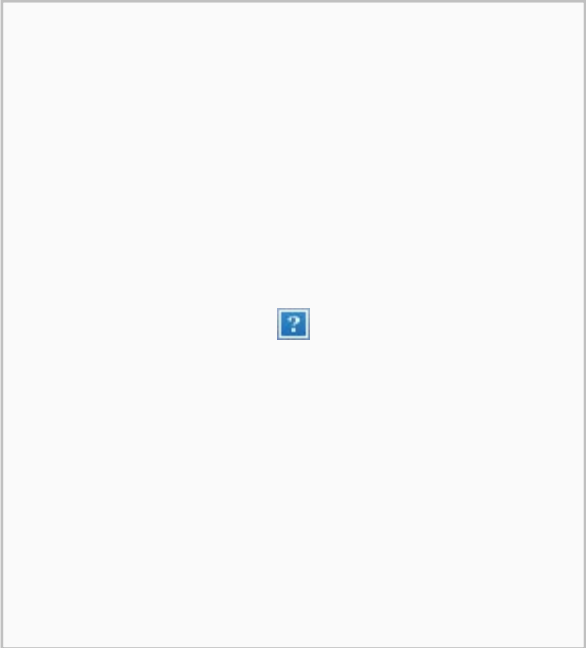
TRACKING NUMBER [771641162444](#)

FROM Jen Lavelly
1600 West End Avenue
Suite 2000
NASHVILLE, TN, US, 37203

TO Axl Logistics LLC
Axl Logistics LLC
855 El Camino Real
PALO ALTO, CA, US, 94301

REFERENCE 031097 2962633-000004


SHIPPER REFERENCE	031097 2962633-000004
SHIP DATE	Thu 3/23/2023 07:13 PM
DELIVERED TO	Receptionist/Front Desk
PACKAGING TYPE	FedEx Envelope
ORIGIN	NASHVILLE, TN, US, 37203
DESTINATION	PALO ALTO, CA, US, 94301
SPECIAL HANDLING	Deliver Weekday
NUMBER OF PIECES	1
TOTAL SHIPMENT WEIGHT	0.50 LB
SERVICE TYPE	FedEx Priority Overnight




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Thank you for your business.

EXHIBIT 7

BAKER DONELSON

145 DIS N ENUE SUITE 000 MEMPHIS, TENNESSEE 38103 1562 bakerd els om

S TTM D U L SS SHAREH I DER
 Di t Di l 15 28
 E Mail Address sd uglass@baker nels n m

SECOND NOTICE

Ma 24 03

VIA FEDERAL EXPRESS

Axl Logistics Inc
 855 Flaminio Real St. 13 Ste 3
 Palmetto, SC 29430

**RE: Axl Logistics Inc.'s Infringement of Axle Logistics, LLC's Trademarks
 Our Docket No. 2962633 16**

Transmittal Concern

We represent Axle Logistics LLC ("Axle Logistics") in its intellectual property matters. Axle Logistics is a Tennessee company that provides supply chain, logistics and freight management services.

This letter concerns our company's infringing use of the AXLE LOGISTICS mark and domain, the infringing mark. Axle Logistics demands that Axle Logistics Inc. and its affiliate, (Axle Logistics Inc. or company) immediately cease and desist use of the infringing mark, all designs incorporating the infringing mark, and all colorable imitations thereof.

Axle Logistics is a third party logistics company offering advanced logistics services, including truckload and less than truckload delivery, intermodal, tracking/routing and warehousing services to customers throughout the continental United States, Canada and Mexico. Axle Logistics has been using its AXLE LOGISTICS trademark to identify itself as the source of supply chain management services, business management services, freight logistics management services and transportation logistics services since 2011. Axle Logistics has invested significant time and resources in building the AXLE LOGISTICS brand, and in the last decade has been delivering quality service in an efficient and customer friendly manner. Axle Logistics has built significant goodwill in its AXLE LOGISTICS' marks through advertising, promotion and hiring campaigns, including online and through social media.

48 1424 1126

ALABAMA FLORIDA GEORGIA LOUISIANA MARYLAND MISSISSIPPI NORTH CAROLINA SOUTH
 CAROLINA TENNESSEE TEXAS VIRGINIA WASHINGTON

Axle Logistics Inc.
 March 4, 2023
 Page 2

Axle Logistics has registered its AXLE LOGISTICS mark in conjunction with the ab
 identified servi at the US Patent and Trademark Office as following trademarks

1. U.S. Trademark Registration No. 888 1 3 the following design mark.

LOGISTICS

U.S. Trademark Registration No. 5 9 0 1 9 for the mark LE LOGISTICS.

Copyright certificates of registration are enclosed as Exhibit 1. Axle Logistics enjoys
 exclusive rights in its mark at least in connection with the services for which the marks are
 registered, namely: Supply chain management services; Business management services; namely
 managing logistics, reverse logistics, supply chain services, supply chain visibility and synchronization,
 supply and demand forecasting and product distribution processes for clients; Freight logistics
 management; Transportation logistics services; namely, arranging the transportation of goods for clients.
 Transportation logistics services; namely, planning and scheduling shipments for users of transportation
 services; and Axle Logistics offers shipping, hauling, freight and delivery services to ensure
 timely delivery of all manner of commercial products and shipments.

Axle Logistics owns its intellectual property and enforcement as a private matter and actively enforces
 its intellectual property rights. For example, Axle Logistics recently obtained a consent judgment and
 injunction against a third party for unauthorized use of the marks LE and AXLE PATENTMENTS (see
 Exhibit 2).

It has come to our client's attention that your company is offering the same or similar services as
 those offered by our client under the mark LE LOGISTICS. A copy of our SUPER registration
 information is included as Exhibit 3. Our company's brokerage and freight services compete directly
 with your client's services and the marks LE LOGISTICS and AXLE LOGISTICS are confusingly
 similar. Our company's use of these words for its services similar to your client's services is likely to
 create confusion among the consuming public.

Notwithstanding your company's infringing activities, our client is prepared to amicably resolve
 this matter with your company, provided that your company cooperates with our client and shows that our
 client's satisfaction that your company is willing to take corrective action. Our client demands that your
 company

Case and desist all current and future use of the LE LOGISTICS mark (and any similar
 marks or colorable imitations thereof) on any connection with our sales and offers for sale of
 an brokerage freight logistics trucking delivery or other supply chain or related services.

Axle Logistics Inc.
May 4, 2023
Page 3

- ii. Delete all electronic advertising containing the Infringing Mark (and any similar marks or colorable imitations thereof) on its websites, Google Ads, analytics profiles, or social media profiles
- iii. Destroy all advertising containing the Infringing Mark and any similar marks or colorable imitations thereof
- iv. Provide our client with a full accounting of your company's sales and offers for sale of goods under the Infringing Mark, as well as the proceeds therefrom including the number of transactions, locations of sale, delivery and revenues earned
- v. Provide an accounting of profits under the Infringing Mark in order to remit to our client damages for past sales and
- vi. Certify in a written statement to our client that you have complied with the foregoing demands set forth in this letter

Please respond with the requested assurances and information no later than May 31, 2023.

Axle Logistics considers your company's use of the Infringing Mark to violate our client's trademark rights. If you do not agree to cooperate, our client will be forced to consider all available legal recourse to protect its intellectual property rights, including seeking a declaration of rights in federal court.

This letter does not purport to be a complete statement of the facts or law, and is without prejudice to the equitable rights of Axle Logistics and shall not be deemed to be a total relinquishment, or election of any claims, defenses that Axle Logistics may have against any party with respect to the foregoing. Axle Logistics expressly reserves all rights under all applicable federal and state laws.

I hand you for your immediate attention to this matter.

Sincerely,

B KER, DONELSON BEARMAN,
CALDWELL & BERKOWITZ PC



Stuart M. Douglass, Shareholder

SMD:smh

Enclosures

X

EXHIBIT 1

United States of America

United States Patent and Trademark Office

LOGISTICS

Reg. No. 5,888,173

Registered Oct. 22, 2019

Int. Cl. 35

Service Mark

Principal Register

Logistics LLC, TENNESSEE LIMITED LIABILITY COMPANY
3200 Summit Hill Drive, Suite 1005
Knoxville, Tennessee 37923-0220

CLASS 35. Supplied in connection with the business of a company as a service mark, the mark consists of the word "LOGISTICS" in a stylized font, with the letters "L" and "I" being larger than the other letters, and the letters "L" and "I" being connected to each other. The mark is used in connection with the company's services, including logistics, supply chain management, and transportation services.

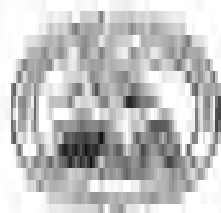
U.S. Pat. & Tm. Off. Pub. No. 2019/0228122, IN. MMER. E2 28 2012

The mark consists of the word "LOGISTICS" in a stylized font, with the letters "L" and "I" being larger than the other letters, and the letters "L" and "I" being connected to each other. The mark is used in connection with the company's services, including logistics, supply chain management, and transportation services.

No claim is made to the extent a right to use the following apart from the mark as shown in the drawing.

BR. N. 8, 4631, 11/11/2019, 02/28/2012

Director of the United States
Patent and Trademark Office



By:
Director

United States of America

United States Patent and Trademark Office

A LE LOGI TICS

Reg No 9 0 169

Registered Jan 28, 2020

Int Cl . 3

Service Mark

Principal Register

ale Logistics LLC (a Tennessee Limited Liability Company)
52 S. Hill Dr. Ste. 100
Indian Hills, Tennessee 39002

CLASS 35 Supply chain management services, Business management services, namely managing logistics resources, logistics supply chain software, supply chain optimization and synchronization, supply and demand forecasting and product distribution processes for others, Freight logistics management, Transportation logistics services, namely managing the transportation of goods for others, The transportation logistics services, namely planning and scheduling shipments for users of transportation service.

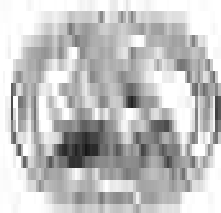
FIRST USE 2-28-2012, IN CONNECTION WITH 2-28-2012

THE MARK CONSISTS OF STYLIZED LETTERS "ALE LOGISTICS" WITHOUT LIMITATION ON THE PART OF ANY OTHER PERSON.

No claim is made to the exclusive right to use the following apart from the mark as shown, "LOGISTICS".

SERIAL 84,318, FILED 6-03-2018


Director of the United States
Patent and Trademark Office



X

2

EXHIBIT

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE

CASE NO. 22 CV 0013 TAV-JEM


AXLE LOGISTICS, LLC

Plaintiff

AXLE LOGISTICS, LLC and BUSBOY
IN

Defendants

STIPULATED CONSENT JUDGMENT AND PERMANENT INJUNCTION

On March 1, 2020, Plaintiff Axle Logistics, LLC ("Axle") filed its Complaint against Defendants Axle Payments, LLC and Busboy, Inc. ("Defendants") alleging trademark and trade dress infringement, unfair competition, and false designation of origin under the Trademark Act of 1946 as amended, 15 U.S.C. § 1051 (the "Lanham Act") and under the common law of the State of Tennessee arising out of Defendants' unauthorized use of Axle's trademarks including its registered AXLE LOGISTICS and  AXLE trademarks, which Axle has used continuously in U.S. commerce for over 10 years.

Each Defendant was properly served with the Summons and Complaint on June 8, 2022, as reflected in Dkt. 11.

Defendants and Plaintiff Axle have stipulated and consent to this Stipulated Consent Judgment and Permanent Injunction to its prompt entry by the Court, and to each and every statement, provision, order, and decree in the Stipulated Consent Judgment and Permanent Injunction.

N THEREFORE, in consent of Defendant Axle Payments LLC, Defendant BusB t, Inc., and Plaintiff le Logistics LLC IT IS ORDERED DJUDGED AND DECREED.

1 Plaintiff xle is a limited liability company organized and existing under the laws of the State of Tennessee with a principal place of business at 835 N Central Street, Knoxville Tennessee 3791 xle is the owner of the AXLE LOGISTICS marks at issue in this action.

2 Defendant xle Payments LLC is a limited liability company organized and existing under the laws of the State of Delaware having its principal place of business at 5 Hudson Street Floor New York New York 10013.

3 Defendant BusB t Inc. is a corporation organized and existing under the laws of the State of Delaware having its principal place of business at 05 Hudson Street, Floor New York New York 10013.

4 Defendants market and sell services in Axle's identical industry and market the same to customers similar to identical with xle's the 'Infringing Services'. The Infringing Services infringe xle's rights in the AXLE LOGISTICS marks at issue in this action.

5 This Court has subject matter jurisdiction over this Complaint under 15 U.S.C. §§1121, 28 U.S.C. §§1331 and 1338.

Additionally, this Court has supplemental jurisdiction over this Complaint under 28 U.S.C. § 1332 (a) as the Complaint states the claims arise out of the federal subject matter claims raised herein that it forms part of the same case or controversy and derives from a common nucleus of operative fact.

This Court has personal jurisdiction over Defendants because Defendants deliberately and intentionally marketed and sold or caused to be marketed and sold the Infringing Services in the State of Tennessee.

8 venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Defendants are subject to personal jurisdiction in this judicial district and a substantial part of the events giving rise to this action occurred in this judicial district.

9 Since 2011, Axle has provided its innately and trademarked 3PL transportation and logistics services under its AXLE format marks, including but not limited to AXLE

LOGISTICS, LE,  AXLE  LOGISTICS and  (collectively the "Axle Marks")

10. Each of the Axle Marks is inherently distinctive and thus entitled to protection under the law.

11. The United States Patent and Trademark Office ("USPTO") has issued multiple federal service mark registrations for the Axle Marks including Registrations Nos. 5,888,133 (the "3 Registration") and 5,901,797 (the "169 Registration" collectively the "Axle Trademark Registrations").

12. Each of the Axle Trademark Registrations is valid, subsisting and in full force and effect.

13. Pursuant to Section 43 of the Lanham Act, 15 U.S.C. § 1114, the Axle Trademark Registrations provided Defendants with constructive notice of Axle's claim of ownership of the registered Axle Marks.

14. As a result of Axle's widespread use and its advertising and marketing efforts for its service (10), the Axle Marks have acquired a highly favorable reputation among the members of the trade and the consuming public and have become valuable symbols of Axle's goodwill throughout the United States, including in the State of Tennessee.

1. Not later than (10) years after Xle's adoption and first use of its Xle Marks, Defendants began marketing, selling and the Infringing Services under the confusingly similar names "Xle Payments" and "Xle" (the "Infringing Marks").

1. The Infringing Marks used in connection with the Infringing Services infringe Xle's rights in and to the Xle Mark.

1. Defendants' continued use of the Infringing Marks is likely to cause Xle irreparable harm including harming its goodwill and business reputation.

18. Thus, the Court orders that each Defendant and its agents, servants, officers, employees, representative successors, assigns, attorneys, successors and assigns and all persons acting in concert or participating with them or any of their successors, assigns or any of them are hereby permanently enjoined and restrained from directly or indirectly:

(a) using the marks Xle, "Xle Payments" or any other product name, counterfeit, copy, confusingly similar variant, or colorable imitation of the Xle Marks as a trademark in commerce in any medium;

(b) advertising, marketing, offering for sale, providing or selling the Infringing Services in connection with the Xle Marks or any product name, counterfeit, copy, confusingly similar variant, or colorable imitation of the same;

(c) using the Xle Marks, in any production, counterfeit, copy, confusingly similar variant, or colorable imitation of the same, in any manner likely to cause others to believe that Defendants' goods or services are connected with Xle or are genuine Xle licensed products or services.

and committing an act that may cause the purchasing public to believe that Defendants' goods and services are genuine, licensed, or otherwise provided for the benefit of Axle.

(e) shipping, delivering, holding for sale, importing, distributing, returning, transferring, or otherwise moving or disposing of any materials falsely bearing the 'Axle' or 'Le Mans' name or mark or any other reproduction counterfeit or confusingly similar variant or colorable imitation of the Axle Marks and

(f) assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparts (a) - (e) above.

1. The Parties stipulate and agree that this Court has jurisdiction to enter the Stipulated Consent Judgment and Permanent Injunction and that this Court will have continuing jurisdiction for purposes of enforcing the Stipulated Consent Judgment and Permanent Injunction and for purposes of enforcing the Parties' underlying Confidential Settlement Agreement.

2. The Parties further stipulate and agree that the U.S. District Court for the Eastern District of Tennessee will have personal jurisdiction over Defendants in any dispute involving this Stipulated Consent Judgment and Permanent Injunction, the parties' underlying Confidential Settlement Agreement and any future violation of Axle's intellectual property rights by Defendants.

3. Each Defendant irrevocably and fully waives any and all right to appeal the Stipulated Consent Judgment and Permanent Injunction.

4. The Stipulated Consent Judgment and Permanent Injunction will remain in full force and effect unless and until modified by order of this Court.

3 Other than as agreed upon in the parties' Confidential Settlement Agreement, the parties will bear their own fees and cost in connection with this action.

IT IS SO ORDERED

ENTERED AS A JUDGMENT

Lorinda R. Wilson
CLERK OF COURT

s/ Thomas A. Gahan
UNITED STATES DISTRICT JUDGE

STIPULATED AND CONSENTED TO BY

The parties and their counsel consent to the terms and conditions of this Stipulated Consent Judgment and Permanent Injunction and to the entry of the Stipulated Consent Judgment and Permanent Injunction.

AXLE LOGISTICS LLC

By: s/ Ade R. Orr
(Name) s/ Ade R. Orr
(Title) Counsel for Axle Logistics LLC
Date: September 16, 2020

AXLE PARTNERS LLC

By: s/ Todd Marabella
(Name) s/ Todd Marabella
(Title) Counsel for Axle Partners, LLC
Date: September 16, 2020

BUSBOT INC.

By: s/ Todd Marabella
(Name) s/ Todd Marabella
(Title) Counsel for BusBot, Inc.
Date: September 16, 2020

[Continued on following page]

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W ir@Luedeka com
MBradf rd@Luedeka c m

achar Eyster (ac vice)
BEIARES ELIE ER LLP
8 0 Peachtree Rd #51
tanta G 30305
s i@f underslegal com
Telephone 404 3 3686

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Atlanta G 30305
ta ah@ i idip com
404) 4 4 1 00

C u l P i t A x e L g i s i I L

s/T dd Marabella
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Seth R gd n (Tenn Bar N 0343
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T dd Marabella (p ac v i e t be filed)
GOODWIN PR CTER LLP
100 Northern Avenue
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E HIBIT

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Company Snapshot

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If this entry has a pending release date, please [link here](#).

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Publication date for 24 months prior to 03/22/2023

https://doi.org/10.1016/j.jbankfin.2020.105712

2

ORIGIN ID: NQAA (615) 726-5671
SCOTT DOUGLASS

165 MADISON AVENUE
SUITE 2000
MEMPHIS, TN 38103
UNITED STATES US

SHIP DATE: 24MAY23
ACTWGT:
CAD: 104595092/INET4610

BILL SENDER

TO

AXL LOGISTICS INC.
855 EL CAMINO REAL ST. 13-A STE 322

PALO ALTO CA 94301

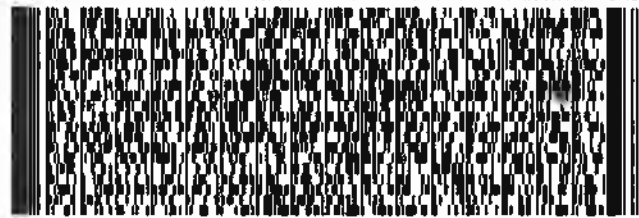
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STANDARD OVERNIGHT

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Dear Customer,

The following is the proof-of-delivery for tracking number: 772245472753

Delivery Information:

Status:	Delivered	Delivered To:	
Signed for by:	V.LARRY	Delivery Location:	
Service type:	FedEx Standard Overnight		
Special Handling:	Deliver Weekday		PALO ALTO, CA,
		Delivery date:	May 25, 2023 12:32

Shipping Information:

Tracking number:	772245472753	Ship Date:	May 24, 2023
		Weight:	
Recipient:		Shipper:	
PALO ALTO, CA, US,		MEMPHIS, TN, US,	

Reference 015676 2962633-000016

FedEx Express proof-of-delivery details appear below; however, no signature is currently available for this shipment. Please check again later for a signature.

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Axl logistics



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About 8,790,000 results (0.37 seconds)

Including results for **Axle** logistics
Search only for **Axl** logistics



Axle Logistics

<https://axlelogistics.com>

Axle Logistics - Build Your Empire | Axle Logistics

Axle Logistics stands out in a crowded industry because we provide unrivaled customer service and relentless dedication to optimize supply chain efficiency.

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axlme.com

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AXL LOGISTICS - CARGO FREIGHT DISTRIBUTION

AXL logistics is a self-service shipping platform for less-than-truckload (LTL) or full-truckload (TL) SHIPPERS. With its simple, user-friendly interface, AXL ...

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People also ask

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What are the benefits of working at Axle Logistics?

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Axle Logistics

<https://axlelogistics.com> › about

About

Axle Logistics is a non-asset based, third-party logistics (3PL) company with a focus on facilitating safe, reliable, advanced logistics services ...



X (Twitter)

<https://twitter.com/AxleLogistics>

Axle Logistics (@AxleLogistics) · X



12 Days of Axle: A series to celebrate a year of success.

Our carrier partners drive the economy forward. Thank you for being a crucial part of our journey towards excellence. Here's to many more shipments in 2024! 🎉🚚

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12 Days of Axle: A series to celebrate a year of success.

Cheers to all 65 hardworking individuals who hustled and leveled up this year. Your dedication has paid off. #tothestars 🎉👏

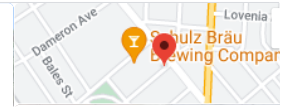
Posted on X · 2 days ago



12 Days of Axle: A series to celebrate a year of success.

It's #nationaluglysweaterday so for Day 4 we are recognizing the 4 winners of our Ugly Christmas Sweater Contest! Let us know your favorite!

Posted on X · 3 days ago



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Axle Logistics

Website

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654 Google reviews

Logistics service in Knoxville, Tennessee

Address: 835 N Central St, Knoxville, TN 37917

Phone: (800) 693-1779

Hours: Open 24 hours ▾

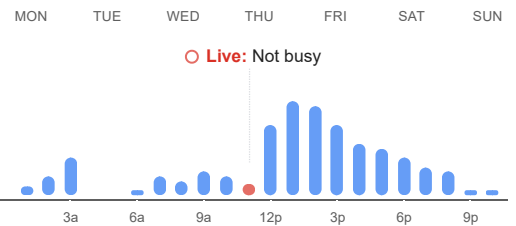
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"Booked a load with Will White gave me best **price** on the regular lane we run."



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9.8K+ followers

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Axle Logistics | Knoxville TN

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 Department of Transportation (.gov)

https://safer.fmcsa.dot.gov › query

SAFER Web - Company Snapshot AXL LOGISTICS INC

Entity Type: BROKER. Operating Status: AUTHORIZED FOR BROKER Property, Out of Service
Date: None. Legal Name: **AXL LOGISTICS INC.**

 Instagram · axlelogistics

2.6K+ followers

Axle Logistics (@axlelogistics)

3rd Party Logistics | Knoxville & Chattanooga TN #BuildYourEmpire · Join the game-changers at **Axle Logistics**! Seeking driven individuals who are ready to.

 TN.gov

https://www.tn.gov › ecd › news › 2023/11/28 ›

Governor Lee, Commissioner McWhorter Announce Axle ...

Nov 28, 2023 — **Axle Logistics** will create 651 new jobs in Knox County over the next five years, nearly tripling its total headcount in Tennessee. As part of ...

 TTNews

https://www.ttnews.com › articles › axle-logistics-tenn...

Axle Logistics Invests \$37.9 Million to Expand in Tennessee

Dec 6, 2023 — **Axle Logistics** is a third-party logistics company serving transportation customers across the U.S., Canada and Mexico from its base in Knoxville ...

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EXHIBIT 9



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Your Ultimate Companion for your shipping needs, call us !

FREIGHT AT FULL SPEED





SHIP FREIGHT

AXL Logistics Balance capacity, rate fluctuations and service more efficiently by leveraging our centralized marketplace. We've built relationships with many carriers, owner operators and private fleets to match with more than 1,000 freight shipments every day. This means we can move your freight any time or anywhere.





FULL TRUCKLOAD

We leverage our close relationships with thousands of carriers to get you access across all equipment types—owner-operators, nationwide fleets and everything in between like: dry van, refrigerated / temperature controlled, open deck, flatbed, RGN, step-deck, over-dimensional and heavy haul.





CROSS-BORDER FREIGHT

We take the time to learn your cross-border supply chain, then build capacity solutions with trusted providers to help execute it. AXL Logistics can facilitate every step of the cross-border process, from sourcing carriers to coordinating with customs brokers on your behalf.



CARRIER PACKET -JOIN TEAM A X L 1-800-295-9737

Quickly browse, negotiate, book, track and invoice loads on any of our easy-to-use technology channels. Plus, when you need to talk to a AXL logistics specialist, we're just a phone call away. Life on the road is tough; let us make it easier. Rely on your specialist to know the loads you want, find opportunities that fit your network and stand by you when things get tough. We're here to help you grow with a variety of dedicated opportunities.

AXL CARRIER PACKET 2020 (docx)



SERVICES

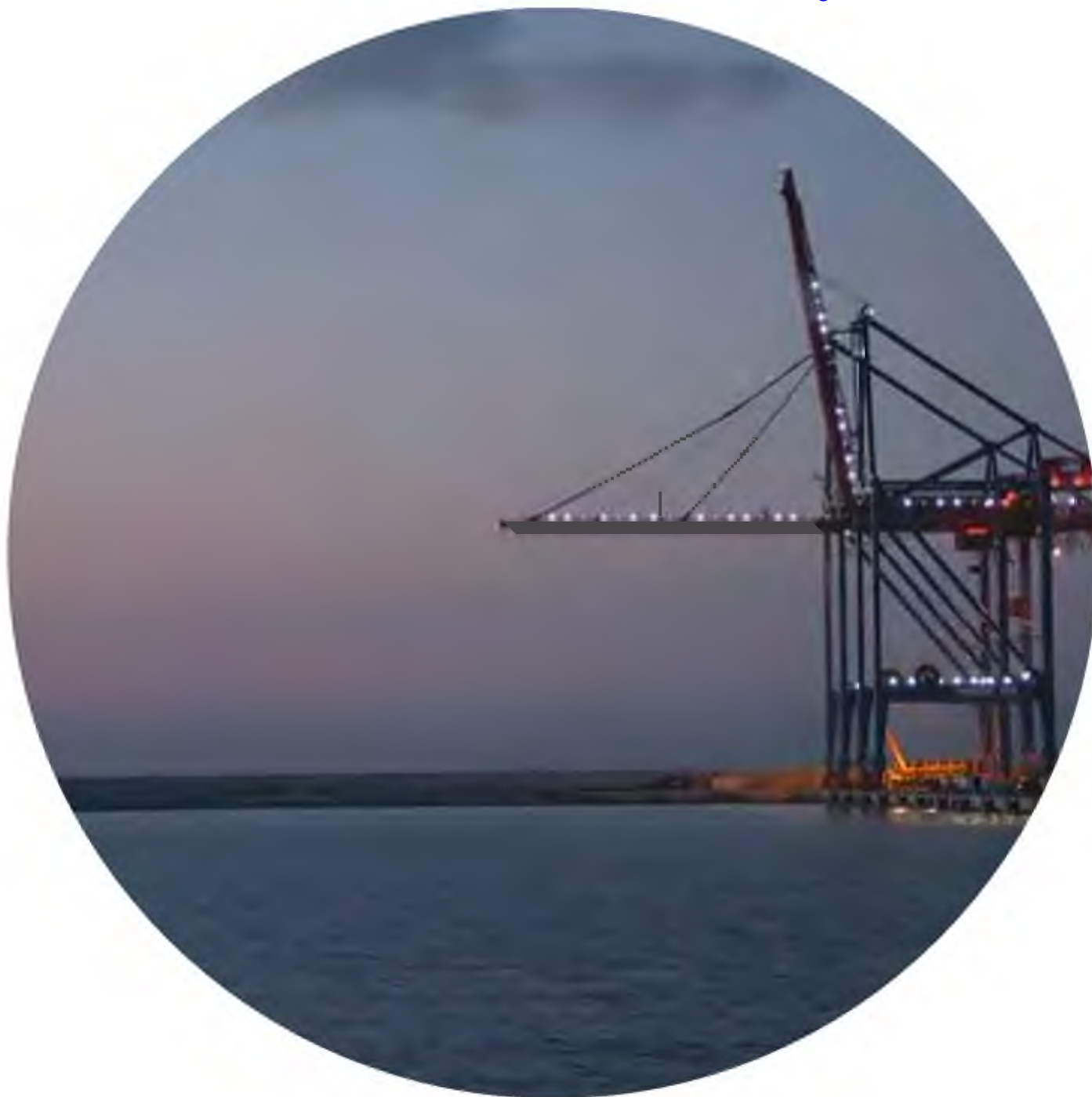




Transportation

No matter how you prefer to manage your business, we have you covered. You can call or message a specialist who can access our proprietary technology platform on your behalf, or log into our on-demand web portal or download our AXL Logistics mobile app. Get the instant access you need to do everything from book loads to submit PODs. Learn more about [our tech tracking options for carriers.](#)





Managed Supply Chain

As the market fluctuates, your supply chain must adapt instantly, which means you need more than just a transportation management system (TMS). Without a 3PL who can configure a solution to support your needs, you'll be stuck dealing with cost volatility and service disruptions. We help you achieve end-to-end network execution, real-time

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Become a Customer

Access scalable dedicated fleets that can quickly adapt to short-term market volatility. AXL Logistics private and dedicated fleet services bring you the dependability of professional drivers on set schedules, without the expense of ownership. Do you have your own fleet? AXL logistics can identify back-haul matches to help you eliminate empty miles and turn your deadhead into profit.



AXL LOGISTICS IS A SELF-SERVICE SHIPPING PLATFORM FOR LESS-THAN-TRUCKLOAD (LTL) OR FULL-TRUCKLOAD (TL) SHIPPERS. WITH ITS SIMPLE, USER-FRIENDLY INTERFACE, AXL LOGISTICS ELIMINATES REPETITIVE WORKFLOWS AND SPEEDS UP SHIPPING WITH AN EFFICIENT, FOUR-STEP PROCESS, GIVING YOU TIME BACK TO FOCUS ON YOUR BUSINESS.

CALL US TODAY TO KNOW MORE [1-800-295-9737](tel:1-800-295-9737)

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OUR GOAL IS YOUR SUCCESS



EXHIBIT 10

From: [Douglass, Scott](#)
To: axldispatch@gmail.com
Cc: [Lavelly, Jen](#); [Douglass, Scott](#)
Subject: Transmittal of Final Cease and Desist Letter to Axle Logistics Inc. - Our Docket No. 2962633.16
Date: Friday, December 1, 2023 1:09:16 PM
Attachments: [4875-1324-8148 v.1 Third Cease and Desist Letter - Axl Logistics Inc. - 2023.12.01.pdf](#)
[Axl Logistics - Previous Letters.pdf](#)
[Axle Logistics - Axle Logistics Inc \(CA\) - Complaint.pdf](#)

**RE: CEASE AND DESIST – FINAL NOTICE
AXL LOGISTICS INC.’S INFRINGEMENT OF AXLE LOGISTICS, LLC’S
TRADEMARKS
OUR DOCKET NO.: 292633.16**

Dear Mr. Pannu:

This is to follow up on our phone conversation on November 15, 2023. We attach a final cease-and-desist letter regarding Axl Logistics Inc.’s infringement of Axle Logistics, LLC’s trademarks. Also attached are the previous two letters sent to you.

Lastly, I have included a draft Complaint in the event that we cannot get immediate resolution of the issues raised in our March 23, 2023 letter.

Scott M. Douglass

Shareholder
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
First Horizon Building
165 Madison Avenue, Suite 2000
Memphis, TN 38103
Direct: [901.577.2258](tel:901.577.2258)
Mobile: [615.924.0514](tel:615.924.0514)
Email: sdouglass@bakerdonelson.com
www.bakerdonelson.com

Baker Donelson represents clients across the U.S. and abroad from offices in Alabama, Florida, Georgia, Louisiana, Maryland, Mississippi, North Carolina, South Carolina, Tennessee, Texas, Virginia, and Washington, D.C.

BAKER DONELSON

165 MADISON AVENUE, SUITE 2000 MEMPHIS, TENNESSEE 38103 • 901.526.2000 • bakerdonelson.com

SCOTT M. DOUGLASS, SHAREHOLDER

Direct Dial: 901.577.2258

E-Mail Address: sdouglass@bakerdonelson.com

FINAL NOTICE

December 1, 2023

VIA FEDEX & EMAIL

Axl Logistics Inc.
c/o Sameer Singh Pannu
855 El Camino Real St. 13-A Ste 322
Palo Alto, CA 94301

Axl Logistics Inc.
c/o Sameer Singh Pannu
125 W 9th St. Suite 146
Tracy, CA 95376

axldispatch@gmail.com

RE: Axl Logistics Inc.'s Infringement of Axle Logistics, LLC's Trademarks
Our Docket No.: 2962633.16

Dear Mr. Pannu or other concerned person:

We represent Axle Logistics, LLC ("Axle Logistics") in its intellectual property matters. We spoke on the phone on November 15, 2023. This is to follow up on that conversation. I reminded you that we had sent two letters to your client. You indicated that you do not think your company's name, "Axl Logistics Inc.," infringes Axle Logistics' name because they are "different." You indicated you would look into the matter further and call us back the week after Thanksgiving. As of today, we have not heard from you.

Axle Logistics, LLC disagrees with your assessment that there is no infringement or no likelihood of confusion between your mark and Axle Logistics, LLC's mark. As explanation for my client's position, I have enclosed for your reference the two previous letters we sent to you (I also mentioned these when we spoke). The first was sent on March 23, 2023, and the second on May 24, 2023.

Axle Logistics considers your company's infringement to violate Axle Logistics' trademark rights. Axle Logistics hereby demands that your company comply with the demands set forth in our first letter dated March 23, 2023. If you do not agree to cooperate, our client will be compelled to protect its

Axl Logistics Inc.
December 1, 2023
Page 2

intellectual property rights. Enclosed for your information is a draft complaint that demonstrates the claims my client may against your company.

This letter does not purport to be a complete statement of the facts or law, is without prejudice to the equitable rights of Axle Logistics, and shall not be deemed to be a waiver, relinquishment, or election of any claims or defenses that Axle Logistics may have against any party with respect to the foregoing. Axle Logistics expressly reserves all rights under all applicable federal and state laws.

Thank you for your immediate attention to this matter.

Sincerely,

BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, PC

A handwritten signature in blue ink, appearing to read 'SMD', is positioned above the name Scott M. Douglass.

Scott M. Douglass, Shareholder

SMD/jjl

Enclosures

BAKER DONELSON

145 DIS N ENUE SUITE 000 MEMPHIS, TENNESSEE 38103 1562 bakerd els om

S TTM D U L SS SHAREH I DER
 Di t Di l, 15 28
 E Mail Address sd uglass@baker nels n m

SECOND NOTICE

Ma 24 03

VIA FEDERAL EXPRESS

Axl Logistics Inc
 855 Flaminio Real St. 13 Ste 3
 Palmetto, SC 29401

**RE: Axl Logistics Inc.'s Infringement of Axle Logistics, LLC's Trademarks
 Our Docket No. 2962633 16**

Transmittal Concern

We represent Axle Logistics LLC ("Axle Logistics") in its intellectual property matters. Axle Logistics is a Tennessee company that provides supply chain, logistics and freight management services.

This letter concerns our company's infringing use of the AXLE LOGISTICS mark and domain, the infringing mark. Axle Logistics demands that Axle Logistics Inc. and its affiliate, (Axle Logistics Inc. or company) immediately cease and desist use of the infringing mark, all designs incorporating the infringing mark, and all colorable imitations thereof.

Axle Logistics is a third party logistics company offering advanced logistics services, including truckload and less than truckload delivery, intermodal, tracking/routing and warehousing services to customers throughout the continental United States, Canada and Mexico. Axle Logistics has been using its AXLE LOGISTICS trademark to identify itself as the source of supply chain management services, business management services, freight logistics management services and transportation logistics services since 2011. Axle Logistics has invested significant time and resources in building the AXLE LOGISTICS brand. In the last decade, by delivering quality service in an efficient and customer friendly manner, Axle Logistics has built significant goodwill in its AXLE LOGISTICS' marks through advertising, promotion and hiring campaigns, including online and through social media.

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ALABAMA FLORIDA GEORGIA LOUISIANA MARYLAND MISSISSIPPI NORTH CAROLINA SOUTH
 CAROLINA TENNESSEE TEXAS VIRGINIA WASHINGTON

Axle Logistics Inc.
 March 4, 2023
 Page 2

Axle Logistics has registered its AXLE LOGISTICS mark in conjunction with the ab
 identified servi at the US Patent and Trademark Office as following trademarks

1. U.S. Trademark Registration No. 88813 the following design mark.

LOGISTICS

U.S. Trademark Registration No. 59019 for the mark LE LOGISTICS.

Copyright certificates of registration are enclosed as Exhibit 1. Axle Logistics enjoys
 exclusive rights in its mark at least in connection with the services for which the marks are
 registered, namely: Supply chain management services; Business management services; namely
 managing logistics, reverse logistics, supply chain services, supply chain visibility and synchronization,
 supply and demand forecasting and product distribution processes for clients; Freight logistics
 management; Transportation logistics services; namely, arranging the transportation of goods for clients.
 Transportation logistics services; namely, planning and scheduling shipments for users of transportation
 services; and Axle Logistics offers shipping, hauling, freight and delivery services to ensure
 timely delivery of all manner of commercial products and shipments.

Axle Logistics owns its intellectual property and enforcement as a private matter and actively enforces
 its intellectual property rights. For example, Axle Logistics recently obtained a consent judgment and
 injunction against a third party for unauthorized use of the marks LE and AXLE PATENTS (see
 Exhibit 2).

It has come to our client's attention that your company is offering the same or similar services as
 those offered by our client under the mark LE LOGISTICS. A copy of our SUPER registration
 information is included as Exhibit 3. Our company's brokerage and freight services compete directly
 with your client's services and the marks LE LOGISTICS and AXLE LOGISTICS are confusingly
 similar. Our company's use of these words for its services similar to your client's services is likely to
 create confusion among the consuming public.

Notwithstanding your company's infringing activities, our client is prepared to amicably resolve
 this matter with your company, provided that your company cooperates with our client and shows that our
 client's satisfaction that your company is willing to take corrective action. Our client demands that your
 company

Case and desist all current and future use of the LE LOGISTICS mark (and any similar
 marks or colorable imitations thereof) on any connection with our sales and offers for sale of
 any brokerage, freight, logistics, trucking, delivery or other supply chain or related services.

axle Logistics Inc.
May 4, 2023
Page 3

- ii. Delete all electronic advertising containing the Infringing Mark (and any similar marks or colorable imitations thereof) on its websites, Google Ads, analytics profiles, or social media profiles
- iii. Destroy all advertising containing the Infringing Mark and any similar marks or colorable imitations thereof
- iv. Provide our client with a full accounting of your company's sales and offers for sale of its goods under the Infringing Mark, as well as the proceeds therefrom including the number of transactions, locations of sale, delivery and revenues earned
- v. Provide an accounting of profits under the Infringing Mark in order to remit to our client damages for past sales and
- vi. Certify in a written statement to our client that you have complied with the foregoing demands set forth in this letter

Please respond with the requested assurances and information no later than May 31, 2023.

Axle Logistics considers your company's use of the Infringing Mark to violate our client's trademark rights. If you do not agree to cooperate, our client will be forced to consider all available legal recourse to protect its intellectual property rights, including seeking a declaration of rights in federal court.

This letter does not purport to be a complete statement of the facts or law, and is without prejudice to the equitable rights of Axle Logistics and shall not be deemed to be a total relinquishment, or election of any claims, defenses that Axle Logistics may have against any party with respect to the foregoing. Axle Logistics expressly reserves all rights under all applicable federal and state laws.

I hand you for your immediate attention to this matter.

Sincerely,

B KER, DONELSON BEARMAN,
CALDWELL & BERKOWITZ PC



Stuart M. Douglass, Shareholder

SMD:smh

Enclosures

X

EXHIBIT 1

United States Patent and Trademark Office

LOGISTICS

Reg. No. 5,888,173

Registered Oct. 22, 2019

Int. Cl. 35

Service Mark

Principal Register

Logistics LLC, TENNESSEE LIMITED LIABILITY COMPANY
5200 Walnut Hill Drive, Suite 1005
Knoxville, Tennessee 37923-0220

CLASS 35. Supplying information to a client; providing logistics services; supply chain visibility and optimization; supply chain forecasting; distribution planning; transportation logistics services; arranging the transportation of goods; and providing logistics services; and planning and providing shipping services.

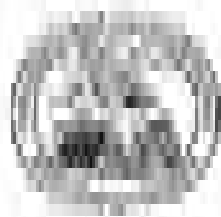
U.S. Pat. & Tm. Off. Exam. Report No. 22-28-2012

The mark consists of the words "LOGISTICS" in a stylized font with the word "LOGISTICS" above the word "L.L.C.". The left of the literal element has a triangle within the right larger triangle being comprised of an angle and a perpendicular side.

No claim is made to the extent a right to use the following apart from the mark as shown in the drawing.

BR. N. 8, 4631, 11/11/2019

Director of the United States
Patent and Trademark Office



By:
Director

United States of America

United States Patent and Trademark Office

Air Logistics

Reg No 9 0169

Registered Jan 28, 2020

Int Cl . 3

Service Mark

Principal Register

Air Logistics LLC (a Tennessee Limited Liability Company)
52 South Hill Drive
Indian Hills, Tennessee 39002

U.S. 35 Supply chain management services, Business management services, namely managing logistics resources, logistics supply chain software, supply chain optimization and transportation supply and demand forecasting and product distribution processes for others, Freight logistics management, Transportation logistics services, namely managing the transportation of goods for others, The transportation logistics services, namely planning and scheduling shipments for users of transportation service

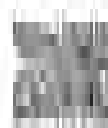
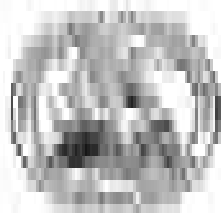
FIRST USE 2-28-2012, IN CONNECTION WITH 2-28-2012

THE MARK CONSISTS OF STYLIZED LETTERS "AIR LOGISTICS" WITHOUT LIMITATION ON THE PART OF ANY OTHER PERSON

No claim is made to the exclusive right to use the following apart from the mark as shown, "LOGISTICS"

SERIAL 8 4 318, FILED 6-03-2018

Director of the United States
Patent and Trademark Office



X

2

EXHIBIT

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE

CASE NO. 22 CV 0013 TAV-JEM


AXLE LOGISTICS, LLC

Plaintiff

AXLE LOGISTICS, LLC and BUSBOY
IN

Defendants

STIPULATED CONSENT JUDGMENT AND PERMANENT INJUNCTION

On March 1, 2020, Plaintiff Axle Logistics, LLC ("Axle") filed its Complaint against Defendants Axle Payments LLC and Busboy, Inc. ("Defendants") alleging trademark and trade dress infringement, unfair competition, and false designation of origin under the Trademark Act of 1946 as amended, 15 U.S.C. § 1051 (the "Lanham Act") and under the common law of the State of Tennessee arising out of Defendants' unauthorized use of Axle's trademarks including its registered AXLE LOGISTICS and  AXLE trademarks, which Axle has used continuously in U.S. commerce for over 10 years.

Each Defendant was properly served with the Summons and Complaint on June 8, 2022, as reflected in Dkt. 11.

Defendants and Plaintiff Axle have stipulated and consent to this Stipulated Consent Judgment and Permanent Injunction to its prompt entry by the Court, and to each and every statement, provision, order, and decree in the Stipulated Consent Judgment and Permanent Injunction.

N THEREFORE, in consent of Defendant Axle Payments LLC, Defendant BusB t, Inc., and Plaintiff le Logistics LLC IT IS ORDERED DJUDGED AND DECREED.

1 Plaintiff xle is a limited liability company organized and existing under the laws of the State of Tennessee with a principal place of business at 835 N Central Street, Knoxville Tennessee 3791 xle is the owner of the AXLE LOGISTICS marks at issue in this action.

2 Defendant xle Payments LLC is a limited liability company organized and existing under the laws of the State of Delaware having its principal place of business at 5 Hudson Street Floor New York New York 10013.

3 Defendant BusB t Inc. is a corporation organized and existing under the laws of the State of Delaware having its principal place of business at 05 Hudson Street, Floor New York New York 10013.

4 Defendants market and sell services in Axle's identical industry and market the same to customers similar to identical with xle's the 'Infringing Services'. The Infringing Services infringe xle's rights in the AXLE LOGISTICS marks at issue in this action.

5 This Court has subject matter jurisdiction over this Complaint under 15 U.S.C. §§1121, 28 U.S.C. §§1331 and 1338.

Additionally, this Court has supplemental jurisdiction over this Complaint under 28 U.S.C. § 1332 (a) as the Complaint states claims arise related to the federal subject matter claims raised herein that it forms part of the same case or controversy and derives from a common nucleus of operative fact.

This Court has personal jurisdiction over Defendants because Defendants deliberately and intentionally marketed and sold or caused to be marketed and sold the Infringing Services in the State of Tennessee.

8 venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Defendants are subject to personal jurisdiction in this judicial district and a substantial part of the events giving rise to this action occurred in this judicial district.

9 Since 2011, Axle has provided its innately and trademarked class 3PL transportation and logistics services under its AXLE format marks, including but not limited to AXLE

LOGISTICS, LE,  AXLE  LOGISTICS and  (collectively the "Axle Marks")

10. Each of the Axle Marks is inherently distinctive and thus entitled to protection under the law.

11. The United States Patent and Trademark Office ("USPTO") has issued multiple federal service mark registrations for the Axle Marks including Registrations Nos. 5,888,133 (the "3 Registration") and 5,901,791 (the "1 Registration") (collectively the "Axle Trademark Registrations").

12. Each of the Axle Trademark Registrations is valid, subsisting and in full force and effect.

13. Pursuant to Section 43 of the Lanham Act, 15 U.S.C. § 1114, the Axle Trademark Registrations provided Defendants with constructive notice of Axle's claim of ownership of the registered Axle Marks.

14. As a result of Axle's widespread use and its advertising and marketing efforts for its service (10), the Axle Marks have acquired a highly favorable reputation among the members of the trade and the consuming public and have become valuable symbols of Axle's goodwill throughout the United States, including in the State of Tennessee.

1 Not later than (10) years after Xle's adoption and first use of its Xle Marks, Defendants began marketing, selling and the Infringing Services under the confusingly similar names "Xle Payments" and "Xle" (the "Infringing Marks").

1 The Infringing Marks used in connection with the Infringing Services infringe Xle's rights in and to the Xle Mark.

1 Defendants' continued use of the Infringing Marks is likely to cause Xle irreparable harm including harming its goodwill and business reputation.

18 Thus, the Court orders that each Defendant and its agents, servants, officers, employees, representative successors, assigns, attorneys, successors and assigns and all persons acting in concert or participating with them or any of their successors, assigns or any of them are hereby permanently enjoined and restrained from directly or indirectly:

(a) using the marks Xle, "Xle Payments" or any other product name, counterfeit, copy, confusingly similar variant, or colorable imitation of the Xle Marks as a trademark in commerce in any medium;

(b) advertising, marketing, offering for sale, providing or selling the Infringing Services in connection with the Xle Marks or any product name, counterfeit, copy, confusingly similar variant, or colorable imitation of the same;

(c) using the Xle Marks, in any production, counterfeit, copy, confusingly similar variant, or colorable imitation of the same, in any manner likely to cause others to believe that Defendants' goods or services are connected with Xle or are genuine Xle licensed products or services.

and committing an act that may cause the purchasing public to believe that Defendants' goods and services are genuine and licensed by or otherwise provided for the benefit of Axle.

(e) shipping, delivering, holding for sale, importing, distributing, returning, transferring, or otherwise moving or disposing of any materials falsely bearing the 'Axle' or 'Le Mans' name or mark or any other reproduction counterfeit or confusingly similar variant or colorable imitation of the Axle Marks and

(f) assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparts (a) - (e) above.

1. The Parties stipulate and agree that this Court has jurisdiction to enter the Stipulated Consent Judgment and Permanent Injunction and that this Court will have continuing jurisdiction for purposes of enforcing the Stipulated Consent Judgment and Permanent Injunction and for purposes of enforcing the Parties' underlying Confidential Settlement Agreement.

6. The Parties further stipulate and agree that the U.S. District Court for the Eastern District of Tennessee will have personal jurisdiction over Defendants in any dispute involving this Stipulated Consent Judgment and Permanent Injunction, the parties' underlying Confidential Settlement Agreement and any future violation of Axle's intellectual property rights by Defendants.

1. Each Defendant irrevocably and fully waives any and all right to appeal the Stipulated Consent Judgment and Permanent Injunction.

2. The Stipulated Consent Judgment and Permanent Injunction will remain in full force and effect unless and until modified by order of this Court.

3 Other than as agreed upon in the parties' Confidential Settlement Agreement, the parties will bear their own fees and cost in connection with this action.

IT IS SO ORDERED

ENTERED AS A JUDGMENT

Lorinda R. Wilson
 Clerk of the Court

s/ Thomas A. Gahan
 UNITED STATES DISTRICT JUDGE

STIPULATED AND CONSENTED TO BY

The parties and their counsel consent to the terms and conditions of this Stipulated Consent Judgment and Permanent Injunction and to the entry of the Stipulated Consent Judgment and Permanent Injunction.

AXLE LOGISTICS LLC

By: s/ Ade R. Orr
 (Name) s/ Ade R. Orr
 (Title) Counsel for Axle Logistics LLC
 Date: September 16, 2020

AXLE PARTNERS LLC

By: s/ Todd Marabella
 (Name) s/ Todd Marabella
 (Title) Counsel for Axle Partners, LLC
 Date: September 16, 2020

BUSBOT INC.

By: s/ Todd Marabella
 (Name) s/ Todd Marabella
 (Title) Counsel for BusBot, Inc.
 Date: September 16, 2020

[Continued on following page]

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E HIBIT

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Figure 1 consists of five scatter plots, labeled (a) through (e), showing the relationship between the number of infections (x-axis) and the number of contacts (y-axis). Each plot includes a regression line and a correlation coefficient (R).

- (a) $R = 0.92$
- (b) $R = 0.94$
- (c) $R = 0.95$
- (d) $R = 0.96$
- (e) $R = 0.97$

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Note. Crash site of passenger aircraft on 10/10/1991. Port of origin determined to be [redacted]

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BAKER DONELSON

165 MADISON AVENUE, SUITE 2000 MEMPHIS, TENNESSEE 38103 • 901.526.2000 • bakerdonelson.com

SCOTT M. DOUGLASS, SHAREHOLDER

Direct Dial: 901.577.2258

E-Mail Address: sdouglass@bakerdonelson.com

March 23, 2023

VIA FEDERAL EXPRESS

Axl Logistics LLC
855 El Camino Real
Palo Alto, CA 94301

RE: Axl Logistics LLC's Infringement of Axle Logistics, LLC's Trademarks
Our Docket No.: 2962633

To whom it may concern:

We represent Axle Logistics, LLC ("Axle Logistics") in its intellectual property matters. Axle Logistics is a Tennessee company that provides supply chain, logistics, and freight management services.

This letter concerns your company's infringing use of the "AXL LOGISTICS" mark and derivations thereof (collectively the "Infringing Mark"). Axle Logistics demands that Axl Logistics LLC and its affiliates ("Axl Logistics" or "your company") immediately cease and desist use of the Infringing Mark, all designs incorporating the Infringing Mark, and all colorable imitations thereof.

Axle Logistics is a third-party logistics company offering advanced logistics services, including truckload and less-than-truckload delivery, intermodal, tracking, routing, and warehousing services, to customers throughout the continental United States, Canada, and Mexico. Axle Logistics has been using its "AXLE LOGISTICS" trademark to identify itself as the source of supply chain management services, business management services, freight logistics management services, and transportation logistics services since 2012. Axle Logistics has invested significant time and resources in building the "AXLE LOGISTICS" brand over the last decade by delivering quality service in an efficient and customer friendly manner. Axle Logistics has built significant goodwill in its "AXLE LOGISTICS" marks through advertising, promotion, and hiring campaigns, including online and through social media.

4880-4437-0009

ALABAMA • FLORIDA • GEORGIA • LOUISIANA • MARYLAND • MISSISSIPPI • NORTH CAROLINA • SOUTH
CAROLINA • TENNESSEE • TEXAS • VIRGINIA • WASHINGTON, D.C.

Axl Logistics LLC

March 23, 2023

Page 2

Axle Logistics has registered its “AXLE LOGISTICS” mark in conjunction with the above-identified services at the U.S. Patent and Trademark Office as following trademarks:

1. U.S. Trademark Registration No. 5,888,173 for the following design mark.



2. U.S. Trademark Registration No. 5,970,169 for the mark “AXLE LOGISTICS”.

Copies of the certificates of registration are enclosed as **Exhibit 1**. Axle Logistics enjoys exclusive rights in its marks at least in conjunction with the services for which the marks were registered, namely, “Supply chain management services; Business management services, namely, managing logistics, reverse logistics, supply chain services, supply chain visibility and synchronization, supply and demand forecasting and product distribution processes for others; Freight logistics management; Transportation logistics services, namely, arranging the transportation of goods for others; Transportation logistics services, namely, planning and scheduling shipments for users of transportation services.” In sum, Axle Logistics offers shipping, trucking, freight, and delivery services to ensure timely delivery of all manner of commercial products and shipments.

Axle Logistics treats intellectual property enforcement as a serious matter and actively enforces its intellectual property rights. For example, Axle Logistics recently obtained a consent judgment and injunction against a third party for unauthorized use of the marks AXLE and AXLE PAYMENTS. *See Exhibit 2.*

It has come to our client’s attention that your company is offering the same or similar services as those offered by our client under the mark “AXL LOGISTICS”. A copy of your SAFER registration information is included as **Exhibit 3**. Your company’s brokerage and freight services compete directly with our client’s services, and the marks AXLE LOGISTICS and AXL LOGISTICS are confusingly similar. Your company’s use of those words to offer services similar to our client’s services is likely to create confusion among the consuming public.

Notwithstanding your company’s infringing activities, our client is prepared to amicably resolve this matter with your company, provided that your company cooperates with our client and shows, to our client’s satisfaction, that your company is willing to take corrective action. Our client demands that your company:

- i. Cease and desist all current and future use of the “AXL LOGISTICS” mark (and any similar marks or colorable imitations thereof) on or in connection with your sales, and offers for sale, of any brokerage, freight, logistics, trucking, delivery, or other supply chain or related services;

Axl Logistics LLC

March 23, 2023

Page 3

- ii. Delete any electronic advertising containing the Infringing Mark (and any similar marks or colorable imitations thereto) on its website(s), Google Ads or Analytics profile(s), or social media profiles;
- iii. Destroy all advertising containing the Infringing Mark (and any similar marks or colorable imitations thereto);
- iv. Provide our client with a full accounting of your company's sales and offers for sale of services under the Infringing Mark, as well as the proceeds therefrom, including the number of transactions, locations of sale or delivery, and revenues earned;
- v. Provide an accounting of profits under the Infringing Mark, in order to remit to our client damages for past sales; and
- vi. Certify in a written statement to our client that you have complied with the foregoing demands set forth in this letter.

Please respond with the requested assurances and information no later than March 31, 2023.

Axle Logistics considers your company's use of the Infringing Mark to violate our client's trademark rights. If you do not agree to cooperate, our client will be forced to consider all available legal recourse to protect its intellectual property rights, including seeking a declaration of rights in federal court.

This letter does not purport to be a complete statement of the facts or law, is without prejudice to the equitable rights of Axle Logistics, and shall not be deemed to be a waiver, relinquishment, or election of any claims or defenses that Axle Logistics, may have against any party with respect to the foregoing. Axle Logistics expressly reserves all rights under all applicable federal and state laws.

Thank you for your immediate attention to this matter.

Sincerely,

BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, PC



Scott M. Douglass, Shareholder

SMD/jjl

Enclosures

EXHIBIT 1

United States of America

United States Patent and Trademark Office



Reg. No. 5,888,173

Registered Oct. 22, 2019

Int. Cl.: 35

Service Mark

Principal Register

Axle Logistics, LLC (TENNESSEE LIMITED LIABILITY COMPANY)
520 W Summit Hill Dr Ste 1005
Knoxville, TENNESSEE 379022012

CLASS 35: Supply chain management services; Business management services, namely, managing logistics, reverse logistics, supply chain services, supply chain visibility and synchronization, supply and demand forecasting and product distribution processes for others; Freight logistics management; Transportation logistics services, namely, arranging the transportation of goods for others; Transportation logistics services, namely, planning and scheduling shipments for users of transportation services

FIRST USE 2-28-2012; IN COMMERCE 2-28-2012

The mark consists of the words "AXLE LOGISTICS" in a stylized font with the word "AXLE" above the word "LOGISTICS". To the left of the literal element lies a triangle within a triangle, the larger triangle being comprised of an angle and a trapezoid so that there are visible gaps in its formation.

No claim is made to the exclusive right to use the following apart from the mark as shown: "LOGISTICS"

SER. NO. 87-946,319, FILED 06-03-2018



Andrei Iancu

Director of the United States
Patent and Trademark Office

United States of America

United States Patent and Trademark Office

AXLE LOGISTICS

Reg. No. 5,970,169

Registered Jan. 28, 2020

Int. Cl.: 35

Service Mark

Principal Register

Axle Logistics, LLC (TENNESSEE LIMITED LIABILITY COMPANY)
520 W Summit Hill Dr Ste 1005
Knoxville, TENNESSEE 379022012

CLASS 35: Supply chain management services; Business management services, namely, managing logistics, reverse logistics, supply chain services, supply chain visibility and synchronization, supply and demand forecasting and product distribution processes for others; Freight logistics management; Transportation logistics services, namely, arranging the transportation of goods for others; Transportation logistics services, namely, planning and scheduling shipments for users of transportation services

FIRST USE 2-28-2012; IN COMMERCE 2-28-2012

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

No claim is made to the exclusive right to use the following apart from the mark as shown:
"LOGISTICS"

SER. NO. 87-946,318, FILED 06-03-2018



Andrei Iancu

Director of the United States
Patent and Trademark Office



EXHIBIT 2

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE**

CASE NO. 22-CV-00173-TAV-JEM

AXLE LOGISTICS, LLC,


Plaintiff,

v.

AXLE PAYMENTS, LLC and BUSBOT,
INC.,

Defendants.

STIPULATED CONSENT JUDGMENT AND PERMANENT INJUNCTION

On May 17, 2022, Plaintiff Axle Logistics, LLC (“Axle”) filed its Complaint against Defendants Axle Payments, LLC and BusBot, Inc. (“Defendants”), alleging trademark and trade dress infringement, unfair competition and false designation of origin under the Trademark Act of 1946, as amended, 15 U.S.C. § 1051, *et seq.* (the “Lanham Act”), and under the common law of the State of Tennessee, arising out of Defendants’ unauthorized use of Axle’s trademarks, including its registered AXLE LOGISTICS® and  marks, which Axle has used continuously in U.S. commerce for over ten (10) years.

Each Defendant was properly served with the Summons and Complaint on June 8, 2022. *See* Dkt. 11.

Defendants and Plaintiff Axle now stipulate and consent to this Stipulated Consent Judgment and Permanent Injunction, to its prompt entry by the Court, and to each and every statement, provision, order, and decree in the Stipulated Consent Judgment and Permanent Injunction.

NOW THEREFORE, on consent of Defendant Axle Payments, LLC, Defendant BusBot, Inc., and Plaintiff Axle Logistics, LLC, IT IS ORDERED, ADJUDGED, AND DECREED:

1. Plaintiff Axle is a limited liability company organized and existing under the laws of the State of Tennessee, with a principal place of business at 835 N. Central Street, Knoxville Tennessee 37917. Axle is the owner of the AXLE LOGISTICS marks at issue in this action.

2. Defendant Axle Payments, LLC is a limited liability company organized and existing under the laws of the State of Delaware, having its principal place of business at 205 Hudson Street, Floor 7, New York NY 10013

3. Defendant BusBot, Inc. is a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 205 Hudson Street, Floor 7, New York NY 10013.

4. Defendants market and sell services in Axle's identical industry and market the same to customers similar to or identical with Axle's (the "Infringing Services"). The Infringing Services infringe Axle's rights in the AXLE LOGISTICS marks at issue in this action.

5. This Court has subject matter jurisdiction over this Complaint under 15 U.S.C. §1121, 28 U.S.C. §§1331 and 1338.

6. Additionally, this Court has supplemental jurisdiction over this Complaint under 28 U.S.C. § 1367(a), as the Complaint's state law claims are so related to the federal subject-matter claims raised herein that it forms part of the same case or controversy and derives from a common nucleus of operative fact.

7. This Court has personal jurisdiction over Defendants because Defendants deliberately and intentionally marketed and sold, or caused to be marketed and sold, the Infringing Services in the State of Tennessee.

8. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Defendants are subject to personal jurisdiction in this judicial district, and a substantial part of the events giving rise to this action occurred in this judicial district.

9. Since 2012, Axle has provided its innovative and top-of-class 3PL, transportation and logistics services under its AXLE-formative marks, including but not limited to AXLE

LOGISTICS, AXLE, ,  , and  (collectively, the “Axle Marks”).

10. Each of the Axle Marks is inherently distinctive and thus entitled to protection under the law.

11. The United States Patent and Trademark Office (“USPTO”) has issued multiple federal service mark registrations for the Axle Marks, including Registration Nos. 5,888,173 (the “ ‘173 Registration”) and 5,970,169 (the “169 Registration”) (collectively, the “Axle Trademark Registrations”).

12. Each of the Axle Trademark Registrations is valid, subsisting, and in full force and effect.

13. Pursuant to Section 22 of the Lanham Act, 15 U.S.C. § 1072, the Axle Trademark Registrations provided Defendants with constructive notice of Axle’s claim of ownership for the registered Axle Marks.

14. As a result of Axle’s widespread use and its advertising and marketing efforts for over ten (10) years, the Axle Marks have acquired a highly favorable reputation among the members of the trade and the consuming public and have become valuable symbols of Axle’s goodwill throughout the United States, including in the State of Tennessee.

15. Nearly ten (10) years after Axle's adoption and first use of its Axle Marks, Defendants began marketing, selling, and the Infringing Services under the confusingly similar names "Axle Payments" and "Axle" (the "Infringing Marks").

16. The Infringing Marks used in connection with the Infringing Services infringe Axle's rights in and to the Axle Marks.

17. Defendants' continued use of the Infringing Marks is likely to cause Axle irreparable harm including harming its goodwill and business reputation.

18. Thus, the Court orders that each Defendant and its agents, servants, officers, employees, representatives, successors, assigns, attorneys, successors, and any and all persons acting in concert or participating with them, or any of their successors or assigns or any of them, are hereby permanently enjoined and restrained from directly or indirectly:

(a) using the marks "Axle", "Axle Payments", or any other reproduction, counterfeit, copy, confusingly similar variant, or colorable imitation of the Axle Marks, as a trademark in commerce in any medium;

(b) advertising, marketing, offering for sale, providing or selling the Infringing Services in connection with the Axle Marks, or any reproduction, counterfeit, copy, confusingly similar variant or colorable imitation of the same;

(c) using the Axle Marks, or any reproduction, counterfeit, copy, confusingly similar variant or colorable imitation of the same, in any manner likely to cause others to believe that Defendants' goods or services are connected with Axle or are genuine Axle-licensed products or services;

(d) committing any other acts that may cause the purchasing public to believe that Defendants' goods and services are genuinely licensed by Axle or otherwise provided for the benefit of Axle;

(e) shipping, delivering, holding for sale, importing, distributing, returning, transferring, or otherwise moving or disposing of any materials falsely bearing the "Axle" or "Axle Payments" name or mark, or any other reproduction, counterfeit, copy, confusingly similar variant or colorable imitation of the Axle Marks; and

(f) assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparts (a)-(e) above.

19. The Parties stipulate and agree that this Court has jurisdiction to enter the Stipulated Consent Judgment and Permanent Injunction and that this Court will have continuing jurisdiction for purposes of enforcing the Stipulated Consent Judgment and Permanent Injunction and for purposes of enforcing the Parties' underlying Confidential Settlement Agreement.

20. The Parties further stipulate and agree that the U.S. District Court for the Eastern District of Tennessee will have personal jurisdiction over Defendants in any dispute involving this Stipulated Consent Judgment and Permanent Injunction, the parties' underlying Confidential Settlement Agreement, and any future violation of Axle's intellectual property rights by Defendants.

21. Each Defendant irrevocably and fully waives any and all right to appeal the Stipulated Consent Judgment and Permanent Injunction.

22. The Stipulated Consent Judgment and Permanent Injunction will remain in full force and effect unless and until modified by order of this Court.

23. Other than as agreed upon in the parties' Confidential Settlement Agreement, the parties will bear their own fees and costs in connection with this action.

IT IS SO ORDERED.

s/ Thomas A. Varlan

UNITED STATES DISTRICT JUDGE

ENTERED AS A JUDGMENT

LeAnna R. Wilson

CLERK OF COURT

STIPULATED AND CONSENTED TO BY:

The parties and their counsel consent to the terms and conditions of this Stipulated Consent Judgment and Permanent Injunction and to the entry of the Stipulated Consent Judgment and Permanent Injunction.

AXLE LOGISTICS, LLC

By: s/Wade R. Orr

(Name) Wade R. Orr

(Title) Counsel for Axle Logistics, LLC

Date: September 16, 2022

AXLE PAYMENTS, LLC

By: s/Todd Marabella

(Name) Todd Marabella

(Title) Counsel for Axle Payments, LLC

Date: September 16, 2022

BUSBOT, INC.

By: s/Todd Marabella

(Name) Todd Marabella

(Title) Counsel for BusBot, Inc.

Date: September 16, 2022

[Counsel's signatures on following page]

s/Wade R. Orr

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s/Todd Marabella

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PROPERTY LAW, PC
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tmarabella@goodwinlaw.com

*Counsel for Defendants Axle Payments, LLC
and BusBot, Inc.*

☐ USDOT Number ☐ MC/MX Number ☒ Name

Enter Value:

Company Snapshot

AXL LOGISTICS INC
USDOT Number: 3368409

ID/Operations | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

Carriers: If you would like to update the following ID/Operations information, please complete and submit form [MCS-150](#) which can be obtained [online](#) or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's [DataQs](#) system.

Carrier and other users: FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance then what is captured in the Company Snapshot. To obtain a CSP please visit the [CSP order page](#) or call (800)832-5660 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to [SAFER General Help](#).

The information below reflects the content of the FMCSA management information systems as of **03/22/2023**.

To find out if this entity has a pending insurance cancellation, please [click here](#).

Other Information for this Carrier

- ▼ [SMS Results](#)
- ▼ [Licensing & Insurance](#)

Entity Type:	BROKER																																
Operating Status:	AUTHORIZED FOR BROKER Property	Out of Service Date:	None																														
Legal Name:	AXL LOGISTICS INC																																
DBA Name:																																	
Physical Address:	855 EL CAMINO REAL ST 13-A STE 322 PALO ALTO, CA 94301																																
Phone:	(800) 295-9737																																
Mailing Address:	855 EL CAMINO REAL ST 13-A STE 322 PALO ALTO, CA 94301																																
USDOT Number:	3368409	State Carrier ID Number:																															
MC/MX/FF Number(s):	MC-1079633	DUNS Number:	--																														
Power Units:	0	Drivers:																															
MCS-150 Form Date:	12/09/2022	MCS-150 Mileage (Year):																															
Operation Classification:																																	
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Fresh Produce	US Mail																																

ID/Operations | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

US Inspection results for 24 months prior to: **03/22/2023**

Total Inspections: 0
Total IEP Inspections: 0

Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to [Inspections Help](#) for further information.

[Inspections:](#)

Inspection Type	Vehicle	Driver	Hazmat	IEP
Inspections	0	0	0	0
Out of Service	0	0	0	0
Out of Service %	0%	0%	0%	0%
Nat'l Average % as of DATE 02/24/2023*	22.1%	6.6%	4.51%	N/A

*OOS rates calculated based on the most recent 24 months of inspection data per the latest monthly SAFER Snapshot.

Crashes reported to FMCSA by states for 24 months prior to: 03/22/2023

Note: Crashes listed represent a motor carrier’s involvement in reportable crashes, without any determination as to responsibility.

[Crashes:](#)

Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

Canadian Inspection results for 24 months prior to: 03/22/2023

Total inspections: 0

Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

[Inspections:](#)

Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: 03/22/2023

Note: Crashes listed represent a motor carrier’s involvement in reportable crashes, without any determination as to responsibility.

[Crashes:](#)

Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.

[Carrier Safety Rating:](#)

The rating below is current as of: 03/22/2023

Review Information:

Rating Date:	None	Review Date:	None
Rating:	None	Type:	None

1 Scott M. Douglass (*pro hac vice application forthcoming*)

2 **BAKER, DONELSON, BEARMAN,**
3 **CALDWELL, & BERKOWITZ, P.C.**

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4 Tel: (901) 577-2258

sdouglass@bakerdonelson.com

5 *Counsel for Plaintiff Axle Logistics, LLC*

6
7 **UNITED STATES DISTRICT COURT**
NORTHERN DISTRICT OF CALIFORNIA

8 Axle Logistics, LLC,

9 Plaintiff

10 v.

11 Axl Logistics Inc.,

12 Defendant.

) Case No. _____

) COMPLAINT

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Case No.

COMPLAINT


COMPLAINT

Plaintiff Axle Logistics, LLC (“Axle” or “Plaintiff”), for its Complaint against Defendant Axl Logistics Inc. (“Defendant”), states as follows:

INTRODUCTION

1. This is an action for trademark infringement and unfair competition arising under the Trademark Act of 1946, as amended 15 U.S.C. § 1051, *et seq.* (the “Lanham Act”), and under the common law of the State of California.

2. For more than a decade, Axle has offered its third-party logistics services and related services to its loyal and growing customer base. Axle offers shipping, trucking, freight, and delivery services to ensure timely delivery of all manner of commercial products and shipments. In the highly specialized, fast-paced, competitive logistics and transportation industry, Axle has distinguished itself for its exceptional, unique customer service and its rapid growth.

3. Importantly, Axle owns federal trademark registrations for its associated marks and has used its AXLE LOGISTICS Mark since at least as early as February 2012. In October 2019 and January 2020, Axle obtained registrations for  and AXLE LOGISTICS®, respectively, with the United States Patent and Trademark Office (“USPTO”) (collectively, the “AXLE Marks”) for distribution and logistics-related services. *See* USPTO Registration Numbers 5888173 and 5970169, attached as **Exhibit 1**.

4. For at least the last ten years, Axle has continuously and exclusively used the AXLE Marks, which consumers have come to associate with Axle’s superior services. Axle enjoys significant goodwill associated with its AXLE Marks and has dedicated significant resources to marketing and protecting its Marks.

5. In or about March 2023, Axle became aware that Defendant is marketing, selling, and providing to consumers, using the “AXLE” name or a variation or derivation thereof, services that are nearly identical to the services offered under the AXLE Marks (the “Infringing Activities”).

6. Defendant has repeatedly used the AXLE name, or a confusingly similar variation of the AXLE name, in its name and trademark “AXL LOGISTICS” (the “AXL LOGISTICS Mark” or

1 “Infringing Mark”) to conduct its infringing services in the United States, in clear violation of Axle’s
2 senior rights, and despite being on notice of such rights.

3 7. Defendant’s Infringing Mark and Infringing Activities are likely to cause confusion
4 among the consuming public as to the source or origin of Axle’s services, thus causing irreparable
5 and ongoing harm to Axle.

6 **JURISDICTION AND VENUE**

7 8. This Court has subject matter jurisdiction over this Complaint under federal
8 trademark-related laws 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338, and supplemental
9 jurisdiction under 28 U.S.C. § 1367.

10 9. The Court has supplemental jurisdiction over the claims arising under the laws of the
11 State of California under 28 U.S.C. § 1367(a), because the state law claims form part of the same
12 case or controversy and derive from a common nucleus of operative fact as the federal claims.

13 10. This court has personal jurisdiction over Defendant because Defendant has
14 deliberately and intentionally marketed and sold or caused to be marketed and sold the infringing
15 services to consumers in the State of California and therefore committed acts of infringement in the
16 State of California. Further, Defendant’s principal place of business is in California in this District,
17 and thus, Defendant resides in this District.

18 11. Venue is proper in this Court under 28 U.S.C. § 1391 because Defendant is subject
19 to personal jurisdiction in this judicial district and because a substantial part of the underlying events
20 giving rise to this action occurred in this judicial district.


21 12. Defendant has deliberately and intentionally provided or caused to be provided the
22 Infringing Activities under the Infringing Mark in this judicial district.

23 **PARTIES**

24 13. Axle is a limited liability company organized and existing under the laws of the State
25 of Tennessee, with its principal place of business at 835 N. Central Street, Knoxville, Tennessee
26 37917.


1 associate the distinctive AXLE Marks with the highest quality service, and the Marks are a valuable
2 representation of Axle's significant goodwill.

3 **Axle's Registration of the AXLE Marks**

4 19. After using the AXLE Marks for several years, Axle filed an application to register
5 with the USPTO its AXLE LOGISTICS Design Mark, , identifying its first use in
6 commerce as February 28, 2012 (the "AXLE Design Mark"). On October 22, 2019, the USPTO
7 approved registration of the AXLE Design Mark on the Principal Register, assigning Registration
8 No. 5,888,173 for the following services in International Class 35: "supply chain management
9 services business management services, namely, managing logistics, reverse logistics, supply chain
10 services, supply chain visibility and synchronization, supply and demand forecasting and product
11 distribution processes for others; freight logistics management; transportation logistics services,
12 namely, arranging the transportation of goods for others; transportation logistics services, namely,
13 planning and scheduling shipments for users of transportation services." See Registration
14 Certificate, attached as **Exhibit 1**.

15 20. Similarly on June 3, 2018, Axle filed U.S. Application Serial No. 87/946,318 to
16 register the AXLE LOGISTICS Word Mark with the USPTO, identifying its first use in commerce
17 as February 28, 2012 (the "AXLE Word Mark").

18 21. On January 28, 2020, the AXLE Word Mark was registered by the USPTO on the
19 Principal Register and accorded Registration No. 5,970,169 covering the use of the AXLE Word
20 Mark for the following services in International Class 35: "supply chain management services;
21 business management services, namely, managing logistics, reverse logistics, supply chain services,
22 supply chain visibility and synchronization, supply and demand forecasting and product distribution
23 processes for others; freight logistics management; transportation logistics services, namely,
24 arranging the transportation of goods for others; transportation logistics services, namely, planning
25 and scheduling shipments for users of transportation services." See Registration Certificate, attached
26 as **Exhibit 1**.

22. The Axle Marks are inherently distinctive with the most prominent feature being the word AXLE — i.e., AXLE LOGISTICS and . The Marks' distinctiveness is further evidenced by their registration on the Principal Register, which is reserved for the most distinctive marks and those marks with significant secondary meaning. The Registrations afford Axle robust protection under federal law, serve as *prima facie* evidence of the Marks' validity, signify Axle's exclusive right to use the mark in connection with the services listed in the Registrations, and constitute constructive notice to infringers that Axle enjoys exclusive rights and ownership in the AXLE Word Mark and AXLE Design Mark.

Defendant's Infringing Mark and Services

23. On or around March 2023, Axle discovered that Defendant uses the name AXL LOGISTICS to offer the same or similar services as those offered by Axle.

24. Defendant's Infringing Mark and the AXLE Marks both feature a variation of the word "AXLE" and the word "LOGISTICS" as their most prominent features.

25. Based on Defendant's Infringing Activity, on March 23, 2023, Axle sent a letter to Defendant in good faith to demand that Defendant cease and desist using the confusingly similar Infringing Mark. **Exhibit 6**. Defendant did not respond to this letter. On May 24, 2023, Axle sent a second letter again demanding in good faith that Defendant cease and desist using the confusingly similar Infringing Mark. **Exhibit 7**. Defendant again did not respond to this letter. On November 15, 2023, Axle's representative called Defendant to request a response to the letter, which Defendant's representative (upon information and belief, Defendant's owner), stated Defendant would provide by December 1. No such response has been received.

26. Despite Defendant's clear notice of Axle's exclusive rights in the AXLE Marks in connection with logistics and transportation services, Defendant has failed to cease its unlawful activities and has continued to market its services using the Infringing Mark.

27. Defendant never sought or obtained permission to use or license the AXLE Marks, or any other confusingly similar marks, even though Defendant is at least constructively aware of Axle's objections to Defendant's use of the confusingly similar and Infringing Mark.

28. By using the AXLE name in connection with the competing Infringing Activities, Defendant seeks to confuse and deceive the consuming public as to the source of its services. This is especially concerning given that the top result for a simple Google search of Defendant's name "axl logistics" returns Axle's website. In addition, the Google search automatically includes results for "axle logistics" and provides information about Axle's place of business including Axle's address, telephone number, and Google Reviews. *See* Google Search, **Exhibit 8**. Further, the second result when searching "axl logistics" is Defendant's website. *See* **Exhibit 8**; Defendant's "Contact" Webpage, **Exhibit 9**.

29. Defendant's Infringing Activity is likely to confuse the consuming public and specifically consumers in the transportation and logistics industry. That Defendant's Infringing Mark is confusingly similar is clearly evidenced by its prominent use of the word "LOGISTICS" and a variation of the word "AXLE." Defendant's continued use of the Infringing Mark is likely to continue causing consumers to mistakenly assume Axle's services are connected to Defendant's.

30. Defendant's continued, infringing use of the Infringing Mark has injured Axle and will continue to do so by usurping Axle's federally protected and exclusive rights in its AXLE Marks and by damaging the valuable goodwill that Axle has worked so hard to garner and maintain. Axle has been further injured by being forced to retain counsel to enforce its rights in the AXLE Marks, and as such, Axle is entitled to its reasonable attorneys' fees and costs in connection with this matter.

COUNT I

Federal Trademark Infringement – AXLE Marks (Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1))

31. Axle repeats and realleges the allegations in Paragraphs 1-30 above as if fully set forth herein.

32. Axle has valid ownership and exclusive rights to the federally registered and protected AXLE Marks (USPTO Reg. Nos. 5888173 and 5970169), for use in connection with logistics, distribution, and transportation services, as identified in the AXLE Registrations.

1 c. offering, marketing, and/or selling logistics, distribution, and transportation-related
2 services using the AXLE name or any other designation likely to cause confusion with the AXLE
3 Marks; and

4 d. using the AXLE Marks, or any reproduction, counterfeit, copy, confusingly similar
5 variant, or colorable imitation, in any manner likely to cause any person to believe that Defendant's
6 goods and services are connected with Axle or the AXLE Marks.

7 2. That Defendant, its officers, agents, servants, employees and attorneys, and those
8 persons in active concert or participation with Defendant, be ordered to deliver up for destruction
9 any goods, labels, signs, prints, packages, wrappers, receptacles, advertisements, and any other
10 materials bearing the AXLE Marks or any confusingly similar variation likely to cause confusion
11 with the AXLE Marks.

12 3. That Defendant be directed to file with the Court and serve on Axle, no later than
13 thirty (30) days after the issuance of an injunction, a report in writing under oath setting forth in
14 detail the manner and form in which Defendant has complied with the injunction.

15 4. That the Court adjudge and decree that Defendant's infringing use of the AXLE
16 Marks, or any confusingly similar variation, is in violation of 15 U.S.C. § 1114.

17 5. That the Court adjudge and decree that Defendant's infringing use of the AXLE
18 Marks, or any confusingly similar variation, is in violation of 15 U.S.C. § 1125.

19 6. That the Court adjudge and decree that Defendant's infringing use of the AXLE
20 Marks, or any confusingly similar variation, is in violation of California law.

21 7. That the Court adjudge and decree that a likelihood of confusion exists between the
22 AXLE Marks and Defendant's infringing AXL LOGISTICS Mark.

23 8. That the Court adjudge and decree that Defendant's infringing use of the AXLE
24 Marks, or any confusingly similar variation, is willful.

25 9. That the Court adjudge and decree that this case is exceptional.

1 DATED: December 1, 2023

/s/draft

2 Scott M. Douglass (*pro hac vice application*
3 *forthcoming*)

4 **BAKER, DONELSON, BEARMAN,**
5 **CALDWELL, & BERKOWITZ, P.C.**

6 2000 First Horizon Building

7 165 Madison Avenue

8 Memphis, Tennessee 38103

9 Tel: (901) 577-2258

10 sdouglass@bakerdonelson.com

11 *Counsel for Plaintiff Axle Logistics, LLC*

EXHIBIT 11

ORIGIN ID:RNCA (615) 726-5548
 JEN LAVELY
 BAKER DONELSON BEARMAN CALDWEL
 1600 WEST END AVENUE
 SUITE 2000
 NASHVILLE, TN 37203
 UNITED STATES US

SHIP DATE: 01DEC23
 ACTWGT: 1.00 LB
 CAD: 104595092/INET4660

BILL SENDER

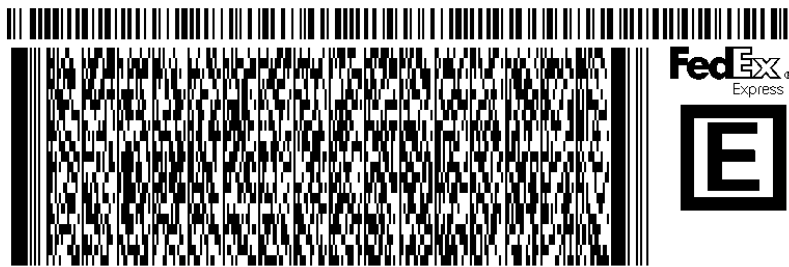
TO **SAMEER SINGH PANNU**
AXL LOGISTICS INC.
855 EL CAMINO REAL STREET 13-A
SUITE 322
PALO ALTO CA 94301

(615) 726-5548

REF: 015676 2962633-000016

INV:
 PO:

DEPT:



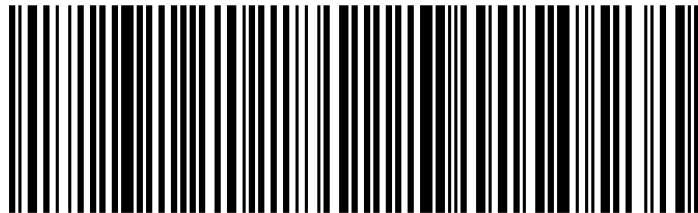
583,11/7D12/9AE3

TRK# 7743 1747 8816
 0201

MON - 04 DEC 12:00P
 PRIORITY OVERNIGHT

XW HGTA

ASR
 94301
 CA-US SFO



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From: TrackingUpdates@fedex.com
To: [Lavelly, Jen](#)
Subject: FedEx Shipment 774317478816: Your package has been delivered
Date: Tuesday, December 5, 2023 11:59:47 AM

FedEx



Hi. Your package was
delivered Tue, 12/05/2023 at
9:52am.



Delivered to 855 EL CAMINO REAL, PALO ALTO, CA 94301
Received by K.YLE

OBTAIN PROOF OF DELIVERY

How was your delivery ?



TRACKING NUMBER

[774317478816](#)

FROM

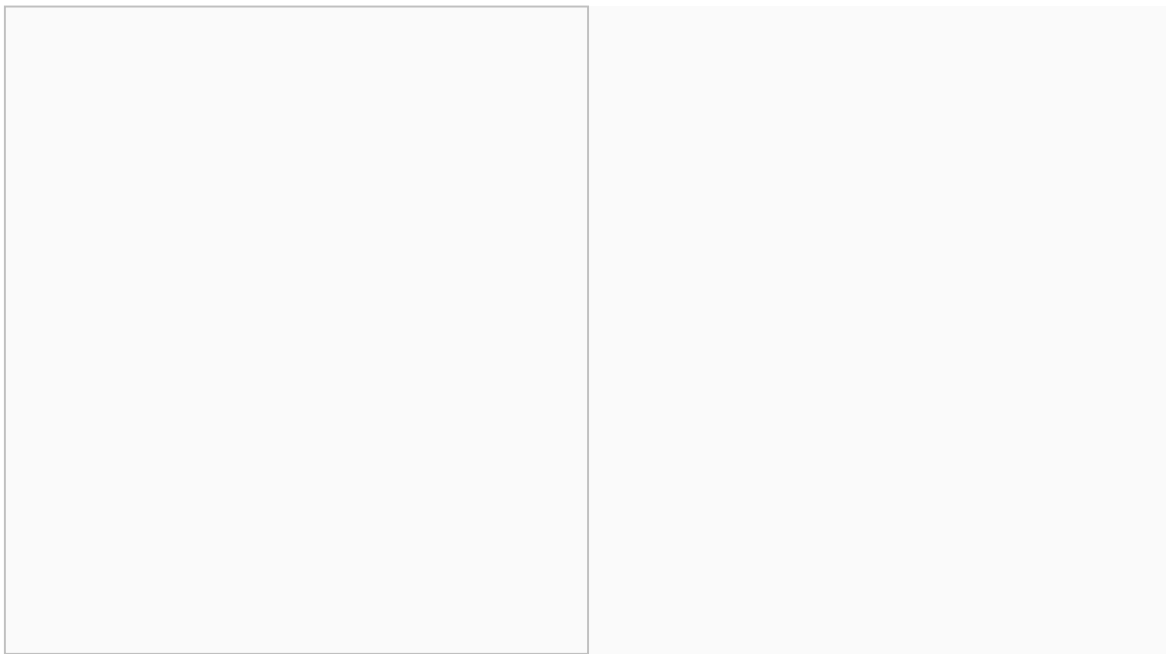
BAKER DONELSON BEARMAN CALDWEL
1600 West End Avenue

	Suite 2000 NASHVILLE, TN, US, 37203
TO	Axl Logistics Inc. Sameer Singh Pannu 855 El Camino Real Street 13-A Suite 322 PALO ALTO, CA, US, 94301
REFERENCE	015676 2962633-000016
SHIPPER REFERENCE	015676 2962633-000016
SHIP DATE	Fri 12/01/2023 05:44 PM
DELIVERED TO	Receptionist/Front Desk
PACKAGING TYPE	FedEx Envelope
ORIGIN	NASHVILLE, TN, US, 37203
DESTINATION	PALO ALTO, CA, US, 94301
SPECIAL HANDLING	Adult Signature Required
NUMBER OF PIECES	1
TOTAL SHIPMENT WEIGHT	1.00 LB
SERVICE TYPE	FedEx Priority Overnight

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Thank you for your business.

ORIGIN ID:RNCA (615) 726-5548
 JEN LAVELY
 BAKER DONELSON BEARMAN CALDWEL
 1600 WEST END AVENUE
 SUITE 2000
 NASHVILLE, TN 37203
 UNITED STATES US

SHIP DATE: 01DEC23
 ACTWGT: 1.00 LB
 CAD: 104595092/INET4660

BILL SENDER

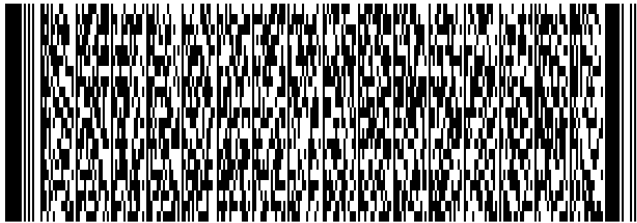
TO **SAMEER SINGH PANNU**
AXL LOGISTICS INC.
125 W 9TH STREET
SUITE 146
TRACY CA 95376

(615) 726-5548

REF: 015676 2962633-000016

INV:
 PO:

DEPT:



583,11/7D12/9AE3

4234023101501ur

TRK# 7743 1752 2654
 0201

MON - 04 DEC 12:00P
 PRIORITY OVERNIGHT

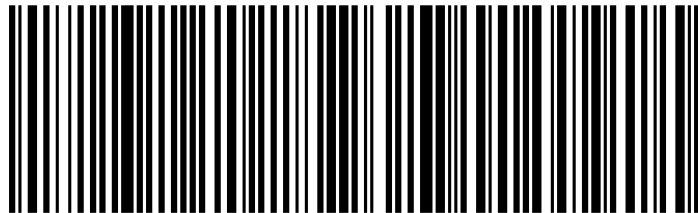
ASR

95376

CA-US

OAK

XW SCKA



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From: TrackingUpdates@fedex.com
To: [Lavelly, Jen](#)
Subject: FedEx Shipment 774317522654: Your package has been delivered
Date: Monday, December 4, 2023 11:26:15 AM

FedEx



Hi. Your package was
delivered Mon, 12/04/2023 at
9:17am.



Delivered to 125 W 9TH ST, TRACY, CA 95376
Received by R.RANDY

OBTAIN PROOF OF DELIVERY

How was your delivery ?



TRACKING NUMBER

[774317522654](#)

FROM

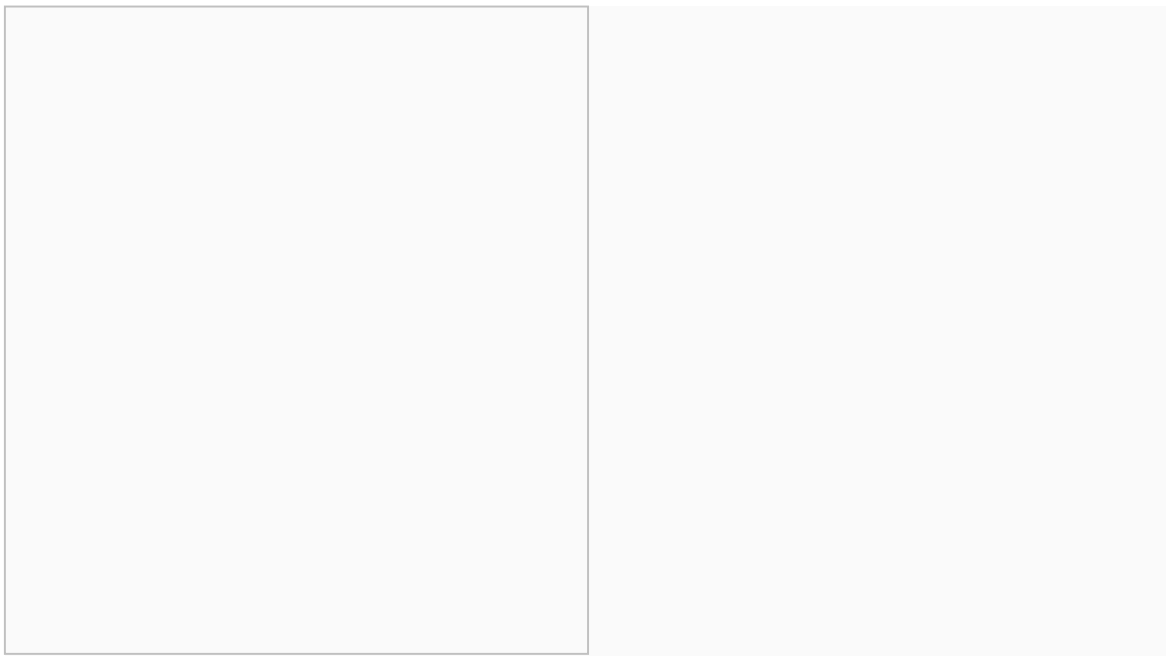
BAKER DONELSON BEARMAN CALDWEL
1600 West End Avenue

	Suite 2000 NASHVILLE, TN, US, 37203
TO	Axl Logistics Inc. Sameer Singh Pannu 125 W 9th Street Suite 146 TRACY, CA, US, 95376
REFERENCE	015676 2962633-000016
SHIPPER REFERENCE	015676 2962633-000016
SHIP DATE	Fri 12/01/2023 05:44 PM
DELIVERED TO	Receptionist/Front Desk
PACKAGING TYPE	FedEx Envelope
ORIGIN	NASHVILLE, TN, US, 37203
DESTINATION	TRACY, CA, US, 95376
SPECIAL HANDLING	Adult Signature Required
NUMBER OF PIECES	1
TOTAL SHIPMENT WEIGHT	0.50 LB
SERVICE TYPE	FedEx Priority Overnight

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Thank you for your business.

EXHIBIT 12

From: [Douglass, Scott](#)
To: axldispatch@gmail.com
Cc: [Lavelly, Jen](#); [Douglass, Scott](#)
Subject: RE: Transmittal of Final Cease and Desist Letter to Axle Logistics Inc. - Our Docket No. 2962633.16
Date: Friday, December 8, 2023 12:26:30 PM
Attachments: [Axle Logistics - Axle Logistics Inc \(CA\) - Complaint.pdf](#)
[4875-1324-8148 v.1 Third Cease and Desist Letter - Axl Logistics Inc. - 2023.12.01.pdf](#)
[Axl Logistics - Previous Letters.pdf](#)
Importance: High

Mr. Pannu,

We have not received a response from you, despite our conversation and subsequent re-sending of all letters, which we confirmed were delivered.

My client is willing to offer your company three months to rebrand from the AXL LOGISTICS name if the parties enter a written agreement.

If I do not receive your affirmative agreement to the above proposed terms by **December 13**, we are authorized to file a lawsuit in California consistent with the draft complaint that we sent to you on December 1.

Please respond no later than December 13 indicating your company has agreed to rebrand. Thank you.

Scott M. Douglass

Shareholder
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
First Horizon Building
165 Madison Avenue, Suite 2000
Memphis, TN 38103
Direct: [901.577.2258](tel:901.577.2258)
Mobile: [615.924.0514](tel:615.924.0514)
Email: sdouglass@bakerdonelson.com
www.bakerdonelson.com

Baker Donelson represents clients across the U.S. and abroad from offices in Alabama, Florida, Georgia, Louisiana, Maryland, Mississippi, North Carolina, South Carolina, Tennessee, Texas, Virginia, and Washington, D.C.

From: Douglass, Scott <sdouglass@bakerdonelson.com>
Sent: Friday, December 1, 2023 1:09 PM
To: axldispatch@gmail.com
Cc: Lavelly, Jen <jlavelly@bakerdonelson.com>; Douglass, Scott <sdouglass@bakerdonelson.com>
Subject: Transmittal of Final Cease and Desist Letter to Axle Logistics Inc. - Our Docket No. 2962633.16

**RE: CEASE AND DESIST – FINAL NOTICE
AXL LOGISTICS INC.’S INFRINGEMENT OF AXLE LOGISTICS,
LLC’S TRADEMARKS
OUR DOCKET NO.: 292633.16**

Dear Mr. Pannu:

This is to follow up on our phone conversation on November 15, 2023. We attach a final cease-and-desist letter regarding Axl Logistics Inc.'s infringement of Axle Logistics, LLC's trademarks. Also attached are the previous two letters sent to you.

Lastly, I have included a draft Complaint in the event that we cannot get immediate resolution of the issues raised in our March 23, 2023 letter.

Scott M. Douglass

Shareholder

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC

First Horizon Building

165 Madison Avenue, Suite 2000

Memphis, TN 38103

Direct: [901.577.2258](tel:901.577.2258)

Mobile: [615.924.0514](tel:615.924.0514)

Email: sdouglass@bakerdonelson.com

www.bakerdonelson.com

Baker Donelson represents clients across the U.S. and abroad from offices in Alabama, Florida, Georgia, Louisiana, Maryland, Mississippi, North Carolina, South Carolina, Tennessee, Texas, Virginia, and Washington, D.C.

BAKER DONELSON

165 MADISON AVENUE, SUITE 2000 MEMPHIS, TENNESSEE 38103 • 901.526.2000 • bakerdonelson.com

SCOTT M. DOUGLASS, SHAREHOLDER

Direct Dial: 901.577.2258

E-Mail Address: sdouglass@bakerdonelson.com

FINAL NOTICE

December 1, 2023

VIA FEDEX & EMAIL

Axl Logistics Inc.
c/o Sameer Singh Pannu
855 El Camino Real St. 13-A Ste 322
Palo Alto, CA 94301

Axl Logistics Inc.
c/o Sameer Singh Pannu
125 W 9th St. Suite 146
Tracy, CA 95376

axldispatch@gmail.com

RE: Axl Logistics Inc.'s Infringement of Axle Logistics, LLC's Trademarks
Our Docket No.: 2962633.16

Dear Mr. Pannu or other concerned person:

We represent Axle Logistics, LLC ("Axle Logistics") in its intellectual property matters. We spoke on the phone on November 15, 2023. This is to follow up on that conversation. I reminded you that we had sent two letters to your client. You indicated that you do not think your company's name, "Axl Logistics Inc.," infringes Axle Logistics' name because they are "different." You indicated you would look into the matter further and call us back the week after Thanksgiving. As of today, we have not heard from you.

Axle Logistics, LLC disagrees with your assessment that there is no infringement or no likelihood of confusion between your mark and Axle Logistics, LLC's mark. As explanation for my client's position, I have enclosed for your reference the two previous letters we sent to you (I also mentioned these when we spoke). The first was sent on March 23, 2023, and the second on May 24, 2023.

Axle Logistics considers your company's infringement to violate Axle Logistics' trademark rights. Axle Logistics hereby demands that your company comply with the demands set forth in our first letter dated March 23, 2023. If you do not agree to cooperate, our client will be compelled to protect its

Axl Logistics Inc.
December 1, 2023
Page 2

intellectual property rights. Enclosed for your information is a draft complaint that demonstrates the claims my client may against your company.

This letter does not purport to be a complete statement of the facts or law, is without prejudice to the equitable rights of Axle Logistics, and shall not be deemed to be a waiver, relinquishment, or election of any claims or defenses that Axle Logistics may have against any party with respect to the foregoing. Axle Logistics expressly reserves all rights under all applicable federal and state laws.

Thank you for your immediate attention to this matter.

Sincerely,

BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, PC

A handwritten signature in blue ink, appearing to read 'SMD', is positioned above the name Scott M. Douglass.

Scott M. Douglass, Shareholder

SMD/jjl

Enclosures

BAKER DONELSON

145 DIS N ENUE SUITE 000 MEMPHIS, TENNESSEE 38103 1562 bakerd els om

S TTM D U L SS SHAREH I DER
 Di t Di l, 15 28
 E Mail Address sd uglass@baker nels n m

SECOND NOTICE

Ma 24 03

VIA FEDERAL EXPRESS

Axl Logistics Inc
 855 Flaminio Real St. 13 Ste 3
 Palmetto, SC 29401

**RE: Axl Logistics Inc.'s Infringement of Axle Logistics, LLC's Trademarks
 Our Docket No. 2962633 16**

Transmittal Concern

We represent Axle Logistics LLC ("Axle Logistics") in its intellectual property matters. Axle Logistics is a Tennessee company that provides supply chain, logistics and freight management services.

This letter concerns your company's infringing use of the AXLE LOGISTICS mark and domain, the infringing mark. Axle Logistics demands that Axle Logistics Inc. and its affiliate, (Axle Logistics Inc. or your company) immediately cease and desist use of the infringing mark, all designs incorporating the infringing mark, and all colorable imitations thereof.

Axle Logistics is a third party logistics company offering advanced logistics services, including truckload and less than truckload delivery, intermodal, tracking/routing and warehousing services to customers throughout the continental United States, Canada and Mexico. Axle Logistics has been using its AXLE LOGISTICS trademark to identify itself as the source of supply chain management services, business management services, freight logistics management services and transportation logistics services since 2011. Axle Logistics has invested significant time and resources in building the AXLE LOGISTICS brand. In the last decade, by delivering quality service in an efficient and customer friendly manner, Axle Logistics has built significant goodwill in its AXLE LOGISTICS' marks through advertising, promotion and hiring campaigns, including online and through social media.

48 1424 1126

ALABAMA FLORIDA GEORGIA LOUISIANA MARYLAND MISSISSIPPI NORTH CAROLINA SOUTH
 CAROLINA TENNESSEE TEXAS VIRGINIA WASHINGTON

Axle Logistics Inc.
 March 4, 2023
 Page 2

Axle Logistics has registered its AXLE LOGISTICS mark in conjunction with the ab
 identified servi at the US Patent and Trademark Office as following trademarks

1. U.S. Trademark Registration No. 88813 the following design mark.

LOGISTICS

U.S. Trademark Registration No. 59019 for the mark LE LOGISTICS.

Copyright certificates of registration are enclosed as Exhibit 1. Axle Logistics enjoys
 exclusive rights in its mark at least in connection with the services for which the marks are
 registered, namely: Supply chain management services; Business management services; namely
 managing logistics, reverse logistics, supply chain services, supply chain visibility and synchronization,
 supply and demand forecasting and product distribution processes for clients; Freight logistics
 management; Transportation logistics services; namely, arranging the transportation of goods for clients;
 Transportation logistics services; namely, planning and scheduling shipments for users of transportation
 services; and Axle Logistics offers shipping, hauling, freight and delivery services to ensure
 timely delivery of all manner of commercial products and shipments.

Axle Logistics owns its intellectual property and enforcement as a private matter and actively enforces
 its intellectual property rights. For example, Axle Logistics recently obtained a consent judgment and
 injunction against a third party for unauthorized use of the marks LE and AXLE PATENTS (see
 Exhibit 2).

It has come to our client's attention that your company is offering the same or similar services as
 those offered by our client under the mark LE LOGISTICS. A copy of our SUPER registration
 information is included as Exhibit 3. Our company's brokerage and freight services compete directly
 with your client's services and the marks LE LOGISTICS and AXLE LOGISTICS are confusingly
 similar. Our company's use of these words for its services similar to your client's services is likely to
 create confusion among the consuming public.

Notwithstanding your company's infringing activities, our client is prepared to amicably resolve
 this matter with your company, provided that your company cooperates with our client and shows that our
 client's satisfaction that your company is willing to take corrective action. Our client demands that your
 company

Case and desist all current and future use of the LE LOGISTICS mark (and any similar
 marks or colorable imitations thereof) on any connection with our sales and offers for sale of
 any brokerage, freight, logistics, trucking, delivery or other supply chain or related services.

axle Logistics Inc.
May 4, 2023
Page 3

- ii. Delete all electronic advertising containing the Infringing Mark (and any similar marks or forable imitations thereof) on its websites, Google Ads, analytics profiles, or social media profiles
- iii. Destroy all advertising containing the Infringing Mark and any similar marks or forable imitations thereof
- iv. Provide our client with a full accounting of your company's sales and offers for sale of goods under the Infringing Mark, as well as the proceeds therefrom including the number of transactions, locations of sale, delivery and revenues earned
- v. Provide an accounting of profits under the Infringing Mark in order to remit to our client damages for past sales and
- vi. Certify in a written statement to our client that you have complied with the foregoing demands set forth in this letter

Please respond with the requested assurances and information no later than May 31, 2023.

Axle Logistics considers your company's use of the Infringing Mark to violate our client's trademark rights. If you do not agree to cooperate, our client will be forced to consider all available legal recourse to protect its intellectual property rights, including seeking a declaration of rights in federal court.

This letter does not purport to be a complete statement of the facts or law, and is without prejudice to the equitable rights of Axle Logistics and shall not be deemed to be a total relinquishment, or election of any claims, defenses that Axle Logistics may have against any party with respect to the foregoing. Axle Logistics expressly reserves all rights under all applicable federal and state laws.

I hand you for your immediate attention to this matter.

Sincerely,

B KER, DONELSON BEARMAN,
CALDWELL & BERKOWITZ PC



Stuart M. Douglass, Shareholder

SMD:smh

Enclosures

X

EXHIBIT 1

Principal Register

CLAS 35. Supply chain management is defined as the integration of processes spanning all organizations in a supply chain and forecasting demand to distribute products for the right time, place, and logistics management, transportation, and storage services in a chain, arranging the transportation of goods from the production site to the logistics warehouse, planning and managing shipments from the distribution services.

NO claim is made to the exclusive right to use the following apart from the mark as shown:
L. ISTY.

BR N 8 46 31 11.10 0 2 18

Director of the United States
Patent and Trademark Office

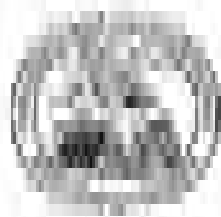


Figure 1 consists of two bar charts side-by-side. The left chart is titled '1970s' and the right chart is titled '1980s'. Both charts have 'Number of children' on the x-axis (0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10) and 'Proportion of women' on the y-axis (0.00, 0.05, 0.10, 0.15, 0.20, 0.25, 0.30, 0.35, 0.40, 0.45, 0.50). In the 1970s chart, the distribution is roughly bell-shaped, peaking at 2 children (approx. 0.28). In the 1980s chart, the distribution is also roughly bell-shaped but shifted slightly to the left, with a peak at 2 children (approx. 0.25) and a noticeable increase in the proportion of 1 child (approx. 0.15) compared to the 1970s (approx. 0.12).

United States of America

United States Patent and Trademark Office

Air Logistics

Reg No 9 0169

Registered Jan 28, 2020

Int Cl . 3

Service Mark

Principal Register

Air Logistics LLC (a Tennessee Limited Liability Company)
52 S. Hill Dr. Suite 100
Franklin, Tennessee 37067

U.S. 35 Supply chain management services, Business management services, namely managing logistics resources, logistics supply chain services, supply chain optimization and transportation supply and demand forecasting and product distribution processes for others, Freight logistics management, Transportation logistics services, namely managing the transportation of goods for others, The transportation logistics services, namely planning and scheduling shipments for users of transportation services

FIRST USE 2-28-2012, IN CONNECTION WITH 2-28-2012

THE MARK CONSISTS OF STYLIZED LETTERS "AIR LOGISTICS" WITHOUT LIMITATION ON THE PART OF ANY OTHER PERSON

No claim is made to the exclusive right to use the following apart from the mark as shown, "LOGISTICS"

SERIAL 8 4 318, FILED 6-03-2018

Director of the United States
Patent and Trademark Office



X

2

EXHIBIT

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE

CASE NO. 22 CV 0013 TAV-JEM


AXLE LOGISTICS, LLC

Plaintiff

AXLE LOGISTICS, LLC and BUSBOY
IN

Defendants

STIPULATED CONSENT JUDGMENT AND PERMANENT INJUNCTION

On March 1, 2020, Plaintiff Axle Logistics, LLC ("Axle") filed its Complaint against Defendants Axle Payments LLC and Busboy, Inc. ("Defendants") alleging trademark and trade dress infringement, unfair competition, and false designation of origin under the Trademark Act of 1946 as amended, 15 U.S.C. § 1051 (the "Lanham Act") and under the common law of the State of Tennessee arising out of Defendants' unauthorized use of Axle's trademarks including its registered AXLE LOGISTICS and  AXLE trademarks, which Axle has used continuously in U.S. commerce for over 10 years.

Each Defendant was properly served with the Summons and Complaint on June 8, 2022 (Dkt. 11).

Defendants and Plaintiff Axle have stipulated and consent to this Stipulated Consent Judgment and Permanent Injunction to its prompt entry by the Court, and to each and every statement, provision, order, and decree in the Stipulated Consent Judgment and Permanent Injunction.

N THEREFORE, in consent of Defendant Axle Payments LLC, Defendant BusB t, Inc., and Plaintiff Le Logistics LLC IT IS ORDERED DJUDGED AND DECREED.

1 Plaintiff xle is a limited liability company organized and existing under the laws of the State of Tennessee with a principal place of business at 835 N Central Street, Knoxville Tennessee 3791 xle is the owner of the AXLE LOGISTICS marks at issue in this action.

2 Defendant xle Payments LLC is a limited liability company organized and existing under the laws of the State of Delaware having its principal place of business at 5 Hudson Street Floor New York New York 10013.

3 Defendant BusB t Inc. is a corporation organized and existing under the laws of the State of Delaware having its principal place of business at 05 Hudson Street, Floor New York New York 10013.

4 Defendants market and sell services in Axle's identical industry and market the same to customers similar to identical with xle's the 'Infringing Services'. The Infringing Services infringe xle's rights in the AXLE LOGISTICS marks at issue in this action.

5 This Court has subject matter jurisdiction over this Complaint under 15 U.S.C. §§1121, 28 U.S.C. §§1331 and 1338.

Additionally, this Court has supplemental jurisdiction over this Complaint under 28 U.S.C. § 1332 (a) as the Complaint states claims arise related to the federal subject matter claims raised herein that it forms part of the same case or controversy and derives from a common nucleus of operative fact.

This Court has personal jurisdiction over Defendants because Defendants deliberately and intentionally marketed and sold or caused to be marketed and sold the Infringing Services in the State of Tennessee.

8 venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Defendants are subject to personal jurisdiction in this judicial district and a substantial part of the events giving rise to this action occurred in this judicial district.

9 Since 2011, Axle has provided its innately and trademarked 3PL transportation and logistics services under its AXLE formative marks, including but not limited to AXLE

LOGISTICS, LE,  AXLE  LOGISTICS and  (collectively the "Axle Marks")

10. Each of the Axle Marks is inherently distinctive and thus entitled to protection under the law.

11. The United States Patent and Trademark Office ("USPTO") has issued multiple federal service mark registrations for the Axle Marks including Registrations Nos. 5,888,133 (the "3 Registration") and 5,901,797 (the "169 Registration" collectively the "Axle Trademark Registrations").

12. Each of the Axle Trademark Registrations is valid, subsisting and in full force and effect.

13. Pursuant to Section 43 of the Lanham Act, 15 U.S.C. § 1114, the Axle Trademark Registrations provided Defendants with constructive notice of Axle's claim of ownership of the registered Axle Marks.

14. As a result of Axle's widespread use and its advertising and marketing efforts for its service (10), the Axle Marks have acquired a highly favorable reputation among the members of the trade and the consuming public and have become valuable symbols of Axle's goodwill throughout the United States, including in the State of Tennessee.

1 Not later than (10) years after Xile's adoption and first use of its Xile Marks, Defendants began marketing, selling and the Infringing Services under the confusingly similar names "Xile Payments" and "Xile" (the "Infringing Marks").

1 The Infringing Marks used in connection with the Infringing Services infringe Xile's rights in and to the Xile Mark.

1 Defendants' continued use of the Infringing Marks is likely to cause Xile irreparable harm, including harming its goodwill and business reputation.

18 Thus, the Court orders that each Defendant and its agents, servants, officers, employees, representative successors, assigns, attorneys, successors and assigns and all persons acting in concert or participating with them or any of their successors, assigns or any of them are hereby permanently enjoined and restrained from directly or indirectly:

(a) using the marks Xile, "Xile Payments" or any other product name, counterfeit, copy, confusingly similar variant, or colorable imitation of the Xile Marks as a trademark in commerce in any medium;

(b) advertising, marketing, offering for sale, providing or selling the Infringing Services in connection with the Xile Marks or any product name, counterfeit, copy, confusingly similar variant, or colorable imitation of the same;

(c) using the Xile Marks, in any production, counterfeit, copy, confusingly similar variant, or colorable imitation of the same, in any manner likely to cause others to believe that Defendants' goods or services are connected with Xile or are genuine Xile licensed products or services.

d) committing an act that may cause the purchasing public to believe that Defendants' goods and services are genuine, licensed, or otherwise provided for the benefit of Axle.

(e) shipping, delivering, holding for sale, importing, distributing, returning, transferring, or otherwise moving or disposing of any materials falsely bearing the 'Axle' or 'Le Jalema's' name or mark or any other reproduction counterfeit or confusingly similar variant or colorable imitation of the Axle Marks and

f) assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparts (a) - (e) above.

1. The Parties stipulate and agree that this Court has jurisdiction to enter the Stipulated Consent Judgment and Permanent Injunction and that this Court will have continuing jurisdiction for purposes of enforcing the Stipulated Consent Judgment and Permanent Injunction and for purposes of enforcing the Parties' underlying Confidential Settlement Agreement.

2. The Parties further stipulate and agree that the U.S. District Court for the Eastern District of Tennessee will have personal jurisdiction over Defendants in any dispute involving this Stipulated Consent Judgment and Permanent Injunction, the parties' underlying Confidential Settlement Agreement and any future violation of Axle's intellectual property rights by Defendants.

3. Each Defendant irrevocably and fully waives any and all right to appeal the Stipulated Consent Judgment and Permanent Injunction.

4. The Stipulated Consent Judgment and Permanent Injunction will remain in full force and effect unless and until modified by order of this Court.

3 Other than as agreed upon in the parties' Confidential Settlement Agreement, the parties will bear their own fees and cost in connection with this action.

IT IS SO ORDERED

ENTERED AS A JUDGMENT

Lorinda R. Wilson
 Clerk of Court

s/ Thomas A. Gahan
 UNITED STATES DISTRICT JUDGE

STIPULATED AND CONSENTED TO BY

The parties and their counsel consent to the terms and conditions of this Stipulated Consent Judgment and Permanent Injunction and to the entry of the Stipulated Consent Judgment and Permanent Injunction.

AXLE LOGISTICS LLC

By: s/ Ade R. Orr
 (Name) s/ Ade R. Orr
 (Title) Counsel for Axle Logistics LLC
 Date: September 16, 2020

AXLE PARTNERS LLC

By: s/ Todd Marabella
 (Name) s/ Todd Marabella
 (Title) Counsel for Axle Partners, LLC
 Date: September 16, 2020

BUSBOT INC.

By: s/ Todd Marabella
 (Name) s/ Todd Marabella
 (Title) Counsel for BusBot, Inc.
 Date: September 16, 2020

[Continued on following page]

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Tel ph n (8 5 4 4305
W ir@Luedeka com
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achar Eyster (ac vice)
BEIARES ELIE ER LLP
8 0 Peachtree Rd #51
tanta G 30305
s i@f underslegal com
Telephone 404 3 3686

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Atlanta G 30305
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C u l P i t Ax e L g i s t I L

s/T dd Marabella
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T dd Marabella (p ac v i e t be filed)
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E HIBIT

USDOT Number MC/M Number Name

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Company Snapshot

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If this entry has a pending release date, please [link here](#).

the information is

www.uic.edu

CSP p l in CSP

USA Name: AKA LOGISTICS INC
CD Address: 444 EL CAMINO REAL ST 13-A STE 322
LOS ALTO CA 94034
Phone: (415) 947-7000
Fax: (415) 947-7000
USDOT Number: 3
MLRIS - E Number: MC-079632
License: 0
DOT TSP Form: 130073003

Out of Service Date:
Driver:
Vehicle:

Remarks:
Interstate: ☐ **Intrastate Only (HM):** ☐ **Interstate Only (non HM):** ☐

Commodity:
Mode: ☐ **Freight:** ☐ **Liquid:** ☐ **Chemicals:** ☐
Motor Vehicle: ☐ **Intermodal:** ☐ **Plastic:** ☐ **Refrigerated:** ☐
Motor Vehicle: ☐ **Passenger:** ☐ **Refrigerated:** ☐ **Dry Bulk:** ☐
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Update: results for 24 months prior to 03/22/2023

https://doi.org/10.1016/j.jbankfin.2020.105601

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○ **S** = calculated based on the most recent 24 months; fin p ctio = total part of latest month; & FER & psh t

Crashes report d to MCS b [link](#) f r 24 m the p o t . 03/22/2023

Notwithstanding the above, the determination as to whether the information is reliable is left to the discretion of the receiving agency.

Gradient

ID/Operations	Inspect on	Crashes in US	Inspection	Crashes in Canada	Safety Rating
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2	10/10/2023	10	10	10	10
3	10/10/2023	10	10	10	10
4	10/10/2023	10	10	10	10
5	10/10/2023	10	10	10	10
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BAKER DONELSON

165 MADISON AVENUE, SUITE 2000 MEMPHIS, TENNESSEE 38103 • 901.526.2000 • bakerdonelson.com

SCOTT M. DOUGLASS, SHAREHOLDER

Direct Dial: 901.577.2258

E-Mail Address: sdouglass@bakerdonelson.com

March 23, 2023

VIA FEDERAL EXPRESS

Axl Logistics LLC
855 El Camino Real
Palo Alto, CA 94301

RE: Axl Logistics LLC's Infringement of Axle Logistics, LLC's Trademarks
Our Docket No.: 2962633

To whom it may concern:

We represent Axle Logistics, LLC ("Axle Logistics") in its intellectual property matters. Axle Logistics is a Tennessee company that provides supply chain, logistics, and freight management services.

This letter concerns your company's infringing use of the "AXL LOGISTICS" mark and derivations thereof (collectively the "Infringing Mark"). Axle Logistics demands that Axl Logistics LLC and its affiliates ("Axl Logistics" or "your company") immediately cease and desist use of the Infringing Mark, all designs incorporating the Infringing Mark, and all colorable imitations thereof.

Axle Logistics is a third-party logistics company offering advanced logistics services, including truckload and less-than-truckload delivery, intermodal, tracking, routing, and warehousing services, to customers throughout the continental United States, Canada, and Mexico. Axle Logistics has been using its "AXLE LOGISTICS" trademark to identify itself as the source of supply chain management services, business management services, freight logistics management services, and transportation logistics services since 2012. Axle Logistics has invested significant time and resources in building the "AXLE LOGISTICS" brand over the last decade by delivering quality service in an efficient and customer friendly manner. Axle Logistics has built significant goodwill in its "AXLE LOGISTICS" marks through advertising, promotion, and hiring campaigns, including online and through social media.

4880-4437-0009

ALABAMA • FLORIDA • GEORGIA • LOUISIANA • MARYLAND • MISSISSIPPI • NORTH CAROLINA • SOUTH
CAROLINA • TENNESSEE • TEXAS • VIRGINIA • WASHINGTON, D.C.

Axl Logistics LLC

March 23, 2023

Page 2

Axle Logistics has registered its “AXLE LOGISTICS” mark in conjunction with the above-identified services at the U.S. Patent and Trademark Office as following trademarks:

1. U.S. Trademark Registration No. 5,888,173 for the following design mark.



2. U.S. Trademark Registration No. 5,970,169 for the mark “AXLE LOGISTICS”.

Copies of the certificates of registration are enclosed as **Exhibit 1**. Axle Logistics enjoys exclusive rights in its marks at least in conjunction with the services for which the marks were registered, namely, “Supply chain management services; Business management services, namely, managing logistics, reverse logistics, supply chain services, supply chain visibility and synchronization, supply and demand forecasting and product distribution processes for others; Freight logistics management; Transportation logistics services, namely, arranging the transportation of goods for others; Transportation logistics services, namely, planning and scheduling shipments for users of transportation services.” In sum, Axle Logistics offers shipping, trucking, freight, and delivery services to ensure timely delivery of all manner of commercial products and shipments.

Axle Logistics treats intellectual property enforcement as a serious matter and actively enforces its intellectual property rights. For example, Axle Logistics recently obtained a consent judgment and injunction against a third party for unauthorized use of the marks AXLE and AXLE PAYMENTS. *See Exhibit 2.*

It has come to our client’s attention that your company is offering the same or similar services as those offered by our client under the mark “AXL LOGISTICS”. A copy of your SAFER registration information is included as **Exhibit 3**. Your company’s brokerage and freight services compete directly with our client’s services, and the marks AXLE LOGISTICS and AXL LOGISTICS are confusingly similar. Your company’s use of those words to offer services similar to our client’s services is likely to create confusion among the consuming public.

Notwithstanding your company’s infringing activities, our client is prepared to amicably resolve this matter with your company, provided that your company cooperates with our client and shows, to our client’s satisfaction, that your company is willing to take corrective action. Our client demands that your company:

- i. Cease and desist all current and future use of the “AXL LOGISTICS” mark (and any similar marks or colorable imitations thereof) on or in connection with your sales, and offers for sale, of any brokerage, freight, logistics, trucking, delivery, or other supply chain or related services;

Axl Logistics LLC

March 23, 2023

Page 3

- ii. Delete any electronic advertising containing the Infringing Mark (and any similar marks or colorable imitations thereto) on its website(s), Google Ads or Analytics profile(s), or social media profiles;
- iii. Destroy all advertising containing the Infringing Mark (and any similar marks or colorable imitations thereto);
- iv. Provide our client with a full accounting of your company's sales and offers for sale of services under the Infringing Mark, as well as the proceeds therefrom, including the number of transactions, locations of sale or delivery, and revenues earned;
- v. Provide an accounting of profits under the Infringing Mark, in order to remit to our client damages for past sales; and
- vi. Certify in a written statement to our client that you have complied with the foregoing demands set forth in this letter.

Please respond with the requested assurances and information no later than March 31, 2023.

Axle Logistics considers your company's use of the Infringing Mark to violate our client's trademark rights. If you do not agree to cooperate, our client will be forced to consider all available legal recourse to protect its intellectual property rights, including seeking a declaration of rights in federal court.

This letter does not purport to be a complete statement of the facts or law, is without prejudice to the equitable rights of Axle Logistics, and shall not be deemed to be a waiver, relinquishment, or election of any claims or defenses that Axle Logistics, may have against any party with respect to the foregoing. Axle Logistics expressly reserves all rights under all applicable federal and state laws.

Thank you for your immediate attention to this matter.

Sincerely,

BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, PC



Scott M. Douglass, Shareholder

SMD/jjl

Enclosures

EXHIBIT 1

United States of America

United States Patent and Trademark Office



Reg. No. 5,888,173

Registered Oct. 22, 2019

Int. Cl.: 35

Service Mark

Principal Register

Axle Logistics, LLC (TENNESSEE LIMITED LIABILITY COMPANY)
520 W Summit Hill Dr Ste 1005
Knoxville, TENNESSEE 379022012

CLASS 35: Supply chain management services; Business management services, namely, managing logistics, reverse logistics, supply chain services, supply chain visibility and synchronization, supply and demand forecasting and product distribution processes for others; Freight logistics management; Transportation logistics services, namely, arranging the transportation of goods for others; Transportation logistics services, namely, planning and scheduling shipments for users of transportation services

FIRST USE 2-28-2012; IN COMMERCE 2-28-2012

The mark consists of the words "AXLE LOGISTICS" in a stylized font with the word "AXLE" above the word "LOGISTICS". To the left of the literal element lies a triangle within a triangle, the larger triangle being comprised of an angle and a trapezoid so that there are visible gaps in its formation.

No claim is made to the exclusive right to use the following apart from the mark as shown: "LOGISTICS"

SER. NO. 87-946,319, FILED 06-03-2018



Andrei Iancu

Director of the United States
Patent and Trademark Office

United States of America

United States Patent and Trademark Office

AXLE LOGISTICS

Reg. No. 5,970,169

Registered Jan. 28, 2020

Int. Cl.: 35

Service Mark

Principal Register

Axle Logistics, LLC (TENNESSEE LIMITED LIABILITY COMPANY)
520 W Summit Hill Dr Ste 1005
Knoxville, TENNESSEE 379022012

CLASS 35: Supply chain management services; Business management services, namely, managing logistics, reverse logistics, supply chain services, supply chain visibility and synchronization, supply and demand forecasting and product distribution processes for others; Freight logistics management; Transportation logistics services, namely, arranging the transportation of goods for others; Transportation logistics services, namely, planning and scheduling shipments for users of transportation services

FIRST USE 2-28-2012; IN COMMERCE 2-28-2012

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

No claim is made to the exclusive right to use the following apart from the mark as shown: "LOGISTICS"

SER. NO. 87-946,318, FILED 06-03-2018



Andrei Iancu

Director of the United States
Patent and Trademark Office



EXHIBIT 2

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE**

CASE NO. 22-CV-00173-TAV-JEM

AXLE LOGISTICS, LLC,


Plaintiff,

v.

AXLE PAYMENTS, LLC and BUSBOT,
INC.,

Defendants.

STIPULATED CONSENT JUDGMENT AND PERMANENT INJUNCTION

On May 17, 2022, Plaintiff Axle Logistics, LLC (“Axle”) filed its Complaint against Defendants Axle Payments, LLC and BusBot, Inc. (“Defendants”), alleging trademark and trade dress infringement, unfair competition and false designation of origin under the Trademark Act of 1946, as amended, 15 U.S.C. § 1051, *et seq.* (the “Lanham Act”), and under the common law of the State of Tennessee, arising out of Defendants’ unauthorized use of Axle’s trademarks, including its registered AXLE LOGISTICS® and  marks, which Axle has used continuously in U.S. commerce for over ten (10) years.

Each Defendant was properly served with the Summons and Complaint on June 8, 2022. *See* Dkt. 11.

Defendants and Plaintiff Axle now stipulate and consent to this Stipulated Consent Judgment and Permanent Injunction, to its prompt entry by the Court, and to each and every statement, provision, order, and decree in the Stipulated Consent Judgment and Permanent Injunction.

NOW THEREFORE, on consent of Defendant Axle Payments, LLC, Defendant BusBot, Inc., and Plaintiff Axle Logistics, LLC, IT IS ORDERED, ADJUDGED, AND DECREED:

1. Plaintiff Axle is a limited liability company organized and existing under the laws of the State of Tennessee, with a principal place of business at 835 N. Central Street, Knoxville Tennessee 37917. Axle is the owner of the AXLE LOGISTICS marks at issue in this action.

2. Defendant Axle Payments, LLC is a limited liability company organized and existing under the laws of the State of Delaware, having its principal place of business at 205 Hudson Street, Floor 7, New York NY 10013

3. Defendant BusBot, Inc. is a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 205 Hudson Street, Floor 7, New York NY 10013.

4. Defendants market and sell services in Axle's identical industry and market the same to customers similar to or identical with Axle's (the "Infringing Services"). The Infringing Services infringe Axle's rights in the AXLE LOGISTICS marks at issue in this action.

5. This Court has subject matter jurisdiction over this Complaint under 15 U.S.C. §1121, 28 U.S.C. §§1331 and 1338.

6. Additionally, this Court has supplemental jurisdiction over this Complaint under 28 U.S.C. § 1367(a), as the Complaint's state law claims are so related to the federal subject-matter claims raised herein that it forms part of the same case or controversy and derives from a common nucleus of operative fact.

7. This Court has personal jurisdiction over Defendants because Defendants deliberately and intentionally marketed and sold, or caused to be marketed and sold, the Infringing Services in the State of Tennessee.

8. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Defendants are subject to personal jurisdiction in this judicial district, and a substantial part of the events giving rise to this action occurred in this judicial district.

9. Since 2012, Axle has provided its innovative and top-of-class 3PL, transportation and logistics services under its AXLE-formative marks, including but not limited to AXLE

LOGISTICS, AXLE, ,  , and  (collectively, the “Axle Marks”).

10. Each of the Axle Marks is inherently distinctive and thus entitled to protection under the law.

11. The United States Patent and Trademark Office (“USPTO”) has issued multiple federal service mark registrations for the Axle Marks, including Registration Nos. 5,888,173 (the “ ‘173 Registration”) and 5,970,169 (the “169 Registration”) (collectively, the “Axle Trademark Registrations”).

12. Each of the Axle Trademark Registrations is valid, subsisting, and in full force and effect.

13. Pursuant to Section 22 of the Lanham Act, 15 U.S.C. § 1072, the Axle Trademark Registrations provided Defendants with constructive notice of Axle’s claim of ownership for the registered Axle Marks.

14. As a result of Axle’s widespread use and its advertising and marketing efforts for over ten (10) years, the Axle Marks have acquired a highly favorable reputation among the members of the trade and the consuming public and have become valuable symbols of Axle’s goodwill throughout the United States, including in the State of Tennessee.

15. Nearly ten (10) years after Axle's adoption and first use of its Axle Marks, Defendants began marketing, selling, and the Infringing Services under the confusingly similar names "Axle Payments" and "Axle" (the "Infringing Marks").

16. The Infringing Marks used in connection with the Infringing Services infringe Axle's rights in and to the Axle Marks.

17. Defendants' continued use of the Infringing Marks is likely to cause Axle irreparable harm including harming its goodwill and business reputation.

18. Thus, the Court orders that each Defendant and its agents, servants, officers, employees, representatives, successors, assigns, attorneys, successors, and any and all persons acting in concert or participating with them, or any of their successors or assigns or any of them, are hereby permanently enjoined and restrained from directly or indirectly:

(a) using the marks "Axle", "Axle Payments", or any other reproduction, counterfeit, copy, confusingly similar variant, or colorable imitation of the Axle Marks, as a trademark in commerce in any medium;

(b) advertising, marketing, offering for sale, providing or selling the Infringing Services in connection with the Axle Marks, or any reproduction, counterfeit, copy, confusingly similar variant or colorable imitation of the same;

(c) using the Axle Marks, or any reproduction, counterfeit, copy, confusingly similar variant or colorable imitation of the same, in any manner likely to cause others to believe that Defendants' goods or services are connected with Axle or are genuine Axle-licensed products or services;

(d) committing any other acts that may cause the purchasing public to believe that Defendants' goods and services are genuinely licensed by Axle or otherwise provided for the benefit of Axle;

(e) shipping, delivering, holding for sale, importing, distributing, returning, transferring, or otherwise moving or disposing of any materials falsely bearing the "Axle" or "Axle Payments" name or mark, or any other reproduction, counterfeit, copy, confusingly similar variant or colorable imitation of the Axle Marks; and

(f) assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparts (a)-(e) above.

19. The Parties stipulate and agree that this Court has jurisdiction to enter the Stipulated Consent Judgment and Permanent Injunction and that this Court will have continuing jurisdiction for purposes of enforcing the Stipulated Consent Judgment and Permanent Injunction and for purposes of enforcing the Parties' underlying Confidential Settlement Agreement.

20. The Parties further stipulate and agree that the U.S. District Court for the Eastern District of Tennessee will have personal jurisdiction over Defendants in any dispute involving this Stipulated Consent Judgment and Permanent Injunction, the parties' underlying Confidential Settlement Agreement, and any future violation of Axle's intellectual property rights by Defendants.

21. Each Defendant irrevocably and fully waives any and all right to appeal the Stipulated Consent Judgment and Permanent Injunction.

22. The Stipulated Consent Judgment and Permanent Injunction will remain in full force and effect unless and until modified by order of this Court.

23. Other than as agreed upon in the parties' Confidential Settlement Agreement, the parties will bear their own fees and costs in connection with this action.

IT IS SO ORDERED.

s/ Thomas A. Varlan

UNITED STATES DISTRICT JUDGE

ENTERED AS A JUDGMENT

LeAnna R. Wilson

CLERK OF COURT

STIPULATED AND CONSENTED TO BY:

The parties and their counsel consent to the terms and conditions of this Stipulated Consent Judgment and Permanent Injunction and to the entry of the Stipulated Consent Judgment and Permanent Injunction.

AXLE LOGISTICS, LLC

By: s/Wade R. Orr

(Name) Wade R. Orr

(Title) Counsel for Axle Logistics, LLC

Date: September 16, 2022

AXLE PAYMENTS, LLC

By: s/Todd Marabella

(Name) Todd Marabella

(Title) Counsel for Axle Payments, LLC

Date: September 16, 2022

BUSBOT, INC.

By: s/Todd Marabella

(Name) Todd Marabella

(Title) Counsel for BusBot, Inc.

Date: September 16, 2022

[Counsel's signatures on following page]

s/Wade R. Orr

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Michael J. Bradford – Tenn. Bar No. 22689
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Counsel for Plaintiff Axle Logistics, LLC

s/Todd Marabella

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tmarabella@goodwinlaw.com

*Counsel for Defendants Axle Payments, LLC
and BusBot, Inc.*

☐ USDOT Number ☐ MC/MX Number ☒ Name

Enter Value:

Company Snapshot

AXL LOGISTICS INC

USDOT Number: 3368409

ID/Operations | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

Carriers: If you would like to update the following ID/Operations information, please complete and submit form [MCS-150](#) which can be obtained [online](#) or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's [DataQs](#) system.

Carrier and other users: FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance then what is captured in the Company Snapshot. To obtain a CSP please visit the [CSP order page](#) or call (800)832-5660 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to [SAFER General Help](#).

The information below reflects the content of the FMCSA management information systems as of **03/22/2023**.

To find out if this entity has a pending insurance cancellation, please [click here](#).

Other Information for this Carrier

[SMS Results](#)

[Licensing & Insurance](#)

Entity Type: BROKER																															
Operating Status: AUTHORIZED FOR BROKER Property	Out of Service Date: None																														
Legal Name: AXL LOGISTICS INC																															
DBA Name:																															
Physical Address: 855 EL CAMINO REAL ST 13-A STE 322 PALO ALTO, CA 94301																															
Phone: (800) 295-9737																															
Mailing Address: 855 EL CAMINO REAL ST 13-A STE 322 PALO ALTO, CA 94301																															
USDOT Number: 3368409	State Carrier ID Number:																														
MC/MX/FF Number(s): MC-1079633	DUNS Number: --																														
Power Units: 0	Drivers:																														
MCS-150 Form Date: 12/09/2022	MCS-150 Mileage (Year):																														
Operation Classification:																															
<table border="0"> <tr> <td><input checked="" type="checkbox"/> Auth. For Hire</td> <td>Priv. Pass.(Non-business)</td> <td>State Gov't</td> </tr> <tr> <td>Exempt For Hire</td> <td>Migrant</td> <td>Local Gov't</td> </tr> <tr> <td>Private(Property)</td> <td>U.S. Mail</td> <td>Indian Nation</td> </tr> <tr> <td>Priv. Pass. (Business)</td> <td>Fed. Gov't</td> <td></td> </tr> </table>		<input checked="" type="checkbox"/> Auth. For Hire	Priv. Pass.(Non-business)	State Gov't	Exempt For Hire	Migrant	Local Gov't	Private(Property)	U.S. Mail	Indian Nation	Priv. Pass. (Business)	Fed. Gov't																			
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Interstate	Intrastate Only (HM)	Intrastate Only (Non-HM)																													
Cargo Carried:																															
<table border="0"> <tr> <td>General Freight</td> <td>Liquids/Gases</td> <td>Chemicals</td> </tr> <tr> <td>Household Goods</td> <td>Intermodal Cont.</td> <td>Commodities Dry Bulk</td> </tr> <tr> <td>Metal: sheets, coils, rolls</td> <td>Passengers</td> <td>Refrigerated Food</td> </tr> <tr> <td>Motor Vehicles</td> <td>Oilfield Equipment</td> <td>Beverages</td> </tr> <tr> <td>Drive/Tow away</td> <td>Livestock</td> <td>Paper Products</td> </tr> <tr> <td>Logs, Poles, Beams, Lumber</td> <td>Grain, Feed, Hay</td> <td>Utilities</td> </tr> <tr> <td>Building Materials</td> <td>Coal/Coke</td> <td>Agricultural/Farm Supplies</td> </tr> <tr> <td>Mobile Homes</td> <td>Meat</td> <td>Construction</td> </tr> <tr> <td>Machinery, Large Objects</td> <td>Garbage/Refuse</td> <td>Water Well</td> </tr> <tr> <td>Fresh Produce</td> <td>US Mail</td> <td></td> </tr> </table>		General Freight	Liquids/Gases	Chemicals	Household Goods	Intermodal Cont.	Commodities Dry Bulk	Metal: sheets, coils, rolls	Passengers	Refrigerated Food	Motor Vehicles	Oilfield Equipment	Beverages	Drive/Tow away	Livestock	Paper Products	Logs, Poles, Beams, Lumber	Grain, Feed, Hay	Utilities	Building Materials	Coal/Coke	Agricultural/Farm Supplies	Mobile Homes	Meat	Construction	Machinery, Large Objects	Garbage/Refuse	Water Well	Fresh Produce	US Mail	
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Fresh Produce	US Mail																														

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

US Inspection results for 24 months prior to: **03/22/2023**

Total Inspections: 0
Total IEP Inspections: 0

Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to [Inspections Help](#) for further information.

[Inspections:](#)

Inspection Type	Vehicle	Driver	Hazmat	IEP
Inspections	0	0	0	0
Out of Service	0	0	0	0
Out of Service %	0%	0%	0%	0%
Nat'l Average % as of DATE 02/24/2023*	22.1%	6.6%	4.51%	N/A

*OOS rates calculated based on the most recent 24 months of inspection data per the latest monthly SAFER Snapshot.

Crashes reported to FMCSA by states for 24 months prior to: 03/22/2023

Note: Crashes listed represent a motor carrier’s involvement in reportable crashes, without any determination as to responsibility.

[Crashes:](#)

Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

Canadian Inspection results for 24 months prior to: 03/22/2023

Total inspections: 0

Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

[Inspections:](#)

Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: 03/22/2023

Note: Crashes listed represent a motor carrier’s involvement in reportable crashes, without any determination as to responsibility.

[Crashes:](#)

Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.

[Carrier Safety Rating:](#)

The rating below is current as of: 03/22/2023

Review Information:

Rating Date:	None	Review Date:	None
Rating:	None	Type:	None

2000 First Horizon Building

Memphis, Tennessee 38103

Tel: (901) 577-2258

sdouglass@bakerdonelson.com

Counsel for Plaintiff Axle Logistics, LLC

Axle Logistics, LLC,

Plaintiff

V.

Axl Logistics Inc.,

Defendant.

Case No. _____

COMPLAINT


COMPLAINT

Plaintiff Axle Logistics, LLC (“Axle” or “Plaintiff”), for its Complaint against Defendant Axl Logistics Inc. (“Defendant”), states as follows:

INTRODUCTION

1. This is an action for trademark infringement and unfair competition arising under the Trademark Act of 1946, as amended 15 U.S.C. § 1051, *et seq.* (the “Lanham Act”), and under the common law of the State of California.

2. For more than a decade, Axle has offered its third-party logistics services and related services to its loyal and growing customer base. Axle offers shipping, trucking, freight, and delivery services to ensure timely delivery of all manner of commercial products and shipments. In the highly specialized, fast-paced, competitive logistics and transportation industry, Axle has distinguished itself for its exceptional, unique customer service and its rapid growth.

3. Importantly, Axle owns federal trademark registrations for its associated marks and has used its AXLE LOGISTICS Mark since at least as early as February 2012. In October 2019 and January 2020, Axle obtained registrations for  and AXLE LOGISTICS®, respectively, with the United States Patent and Trademark Office (“USPTO”) (collectively, the “AXLE Marks”) for distribution and logistics-related services. *See* USPTO Registration Numbers 5888173 and 5970169, attached as **Exhibit 1**.

4. For at least the last ten years, Axle has continuously and exclusively used the AXLE Marks, which consumers have come to associate with Axle’s superior services. Axle enjoys significant goodwill associated with its AXLE Marks and has dedicated significant resources to marketing and protecting its Marks.

5. In or about March 2023, Axle became aware that Defendant is marketing, selling, and providing to consumers, using the “AXLE” name or a variation or derivation thereof, services that are nearly identical to the services offered under the AXLE Marks (the “Infringing Activities”).

6. Defendant has repeatedly used the AXLE name, or a confusingly similar variation of the AXLE name, in its name and trademark “AXL LOGISTICS” (the “AXL LOGISTICS Mark” or

1 “Infringing Mark”) to conduct its infringing services in the United States, in clear violation of Axle’s
2 senior rights, and despite being on notice of such rights.

3 7. Defendant’s Infringing Mark and Infringing Activities are likely to cause confusion
4 among the consuming public as to the source or origin of Axle’s services, thus causing irreparable
5 and ongoing harm to Axle.

6 **JURISDICTION AND VENUE**

7 8. This Court has subject matter jurisdiction over this Complaint under federal
8 trademark-related laws 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338, and supplemental
9 jurisdiction under 28 U.S.C. § 1367.

10 9. The Court has supplemental jurisdiction over the claims arising under the laws of the
11 State of California under 28 U.S.C. § 1367(a), because the state law claims form part of the same
12 case or controversy and derive from a common nucleus of operative fact as the federal claims.

13 10. This court has personal jurisdiction over Defendant because Defendant has
14 deliberately and intentionally marketed and sold or caused to be marketed and sold the infringing
15 services to consumers in the State of California and therefore committed acts of infringement in the
16 State of California. Further, Defendant’s principal place of business is in California in this District,
17 and thus, Defendant resides in this District.

18 11. Venue is proper in this Court under 28 U.S.C. § 1391 because Defendant is subject
19 to personal jurisdiction in this judicial district and because a substantial part of the underlying events
20 giving rise to this action occurred in this judicial district.


21 12. Defendant has deliberately and intentionally provided or caused to be provided the
22 Infringing Activities under the Infringing Mark in this judicial district.

23 **PARTIES**

24 13. Axle is a limited liability company organized and existing under the laws of the State
25 of Tennessee, with its principal place of business at 835 N. Central Street, Knoxville, Tennessee
26 37917.


1 associate the distinctive AXLE Marks with the highest quality service, and the Marks are a valuable
 2 representation of Axle's significant goodwill.

3 **Axle's Registration of the AXLE Marks**

4 19. After using the AXLE Marks for several years, Axle filed an application to register
 5 with the USPTO its AXLE LOGISTICS Design Mark, , identifying its first use in
 6 commerce as February 28, 2012 (the "AXLE Design Mark"). On October 22, 2019, the USPTO
 7 approved registration of the AXLE Design Mark on the Principal Register, assigning Registration
 8 No. 5,888,173 for the following services in International Class 35: "supply chain management
 9 services business management services, namely, managing logistics, reverse logistics, supply chain
 10 services, supply chain visibility and synchronization, supply and demand forecasting and product
 11 distribution processes for others; freight logistics management; transportation logistics services,
 12 namely, arranging the transportation of goods for others; transportation logistics services, namely,
 13 planning and scheduling shipments for users of transportation services." *See* Registration
 14 Certificate, attached as **Exhibit 1**.

15 20. Similarly on June 3, 2018, Axle filed U.S. Application Serial No. 87/946,318 to
 16 register the AXLE LOGISTICS Word Mark with the USPTO, identifying its first use in commerce
 17 as February 28, 2012 (the "AXLE Word Mark").

18 21. On January 28, 2020, the AXLE Word Mark was registered by the USPTO on the
 19 Principal Register and accorded Registration No. 5,970,169 covering the use of the AXLE Word
 20 Mark for the following services in International Class 35: "supply chain management services;
 21 business management services, namely, managing logistics, reverse logistics, supply chain services,
 22 supply chain visibility and synchronization, supply and demand forecasting and product distribution
 23 processes for others; freight logistics management; transportation logistics services, namely,
 24 arranging the transportation of goods for others; transportation logistics services, namely, planning
 25 and scheduling shipments for users of transportation services." *See* Registration Certificate, attached
 26 as **Exhibit 1**.

22. The Axle Marks are inherently distinctive with the most prominent feature being the word AXLE — i.e., AXLE LOGISTICS and . The Marks' distinctiveness is further evidenced by their registration on the Principal Register, which is reserved for the most distinctive marks and those marks with significant secondary meaning. The Registrations afford Axle robust protection under federal law, serve as *prima facie* evidence of the Marks' validity, signify Axle's exclusive right to use the mark in connection with the services listed in the Registrations, and constitute constructive notice to infringers that Axle enjoys exclusive rights and ownership in the AXLE Word Mark and AXLE Design Mark.

Defendant's Infringing Mark and Services

23. On or around March 2023, Axle discovered that Defendant uses the name AXL LOGISTICS to offer the same or similar services as those offered by Axle.

24. Defendant's Infringing Mark and the AXLE Marks both feature a variation of the word "AXLE" and the word "LOGISTICS" as their most prominent features.

25. Based on Defendant's Infringing Activity, on March 23, 2023, Axle sent a letter to Defendant in good faith to demand that Defendant cease and desist using the confusingly similar Infringing Mark. **Exhibit 6**. Defendant did not respond to this letter. On May 24, 2023, Axle sent a second letter again demanding in good faith that Defendant cease and desist using the confusingly similar Infringing Mark. **Exhibit 7**. Defendant again did not respond to this letter. On November 15, 2023, Axle's representative called Defendant to request a response to the letter, which Defendant's representative (upon information and belief, Defendant's owner), stated Defendant would provide by December 1. No such response has been received.

26. Despite Defendant's clear notice of Axle's exclusive rights in the AXLE Marks in connection with logistics and transportation services, Defendant has failed to cease its unlawful activities and has continued to market its services using the Infringing Mark.

27. Defendant never sought or obtained permission to use or license the AXLE Marks, or any other confusingly similar marks, even though Defendant is at least constructively aware of Axle's objections to Defendant's use of the confusingly similar and Infringing Mark.

28. By using the AXLE name in connection with the competing Infringing Activities, Defendant seeks to confuse and deceive the consuming public as to the source of its services. This is especially concerning given that the top result for a simple Google search of Defendant's name "axl logistics" returns Axle's website. In addition, the Google search automatically includes results for "axle logistics" and provides information about Axle's place of business including Axle's address, telephone number, and Google Reviews. *See* Google Search, **Exhibit 8**. Further, the second result when searching "axl logistics" is Defendant's website. *See* **Exhibit 8**; Defendant's "Contact" Webpage, **Exhibit 9**.

29. Defendant's Infringing Activity is likely to confuse the consuming public and specifically consumers in the transportation and logistics industry. That Defendant's Infringing Mark is confusingly similar is clearly evidenced by its prominent use of the word "LOGISTICS" and a variation of the word "AXLE." Defendant's continued use of the Infringing Mark is likely to continue causing consumers to mistakenly assume Axle's services are connected to Defendant's.

30. Defendant's continued, infringing use of the Infringing Mark has injured Axle and will continue to do so by usurping Axle's federally protected and exclusive rights in its AXLE Marks and by damaging the valuable goodwill that Axle has worked so hard to garner and maintain. Axle has been further injured by being forced to retain counsel to enforce its rights in the AXLE Marks, and as such, Axle is entitled to its reasonable attorneys' fees and costs in connection with this matter.

COUNT I

Federal Trademark Infringement – AXLE Marks (Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1))

31. Axle repeats and realleges the allegations in Paragraphs 1-30 above as if fully set forth herein.

32. Axle has valid ownership and exclusive rights to the federally registered and protected AXLE Marks (USPTO Reg. Nos. 5888173 and 5970169), for use in connection with logistics, distribution, and transportation services, as identified in the AXLE Registrations.

1 c. offering, marketing, and/or selling logistics, distribution, and transportation-related
2 services using the AXLE name or any other designation likely to cause confusion with the AXLE
3 Marks; and

4 d. using the AXLE Marks, or any reproduction, counterfeit, copy, confusingly similar
5 variant, or colorable imitation, in any manner likely to cause any person to believe that Defendant's
6 goods and services are connected with Axle or the AXLE Marks.

7 2. That Defendant, its officers, agents, servants, employees and attorneys, and those
8 persons in active concert or participation with Defendant, be ordered to deliver up for destruction
9 any goods, labels, signs, prints, packages, wrappers, receptacles, advertisements, and any other
10 materials bearing the AXLE Marks or any confusingly similar variation likely to cause confusion
11 with the AXLE Marks.

12 3. That Defendant be directed to file with the Court and serve on Axle, no later than
13 thirty (30) days after the issuance of an injunction, a report in writing under oath setting forth in
14 detail the manner and form in which Defendant has complied with the injunction.

15 4. That the Court adjudge and decree that Defendant's infringing use of the AXLE
16 Marks, or any confusingly similar variation, is in violation of 15 U.S.C. § 1114.

17 5. That the Court adjudge and decree that Defendant's infringing use of the AXLE
18 Marks, or any confusingly similar variation, is in violation of 15 U.S.C. § 1125.

19 6. That the Court adjudge and decree that Defendant's infringing use of the AXLE
20 Marks, or any confusingly similar variation, is in violation of California law.

21 7. That the Court adjudge and decree that a likelihood of confusion exists between the
22 AXLE Marks and Defendant's infringing AXL LOGISTICS Mark.

23 8. That the Court adjudge and decree that Defendant's infringing use of the AXLE
24 Marks, or any confusingly similar variation, is willful.

25 9. That the Court adjudge and decree that this case is exceptional.
26
27
28

1 DATED: December 1, 2023

/s/draft

2 Scott M. Douglass (*pro hac vice application*
3 *forthcoming*)

4 **BAKER, DONELSON, BEARMAN,**
5 **CALDWELL, & BERKOWITZ, P.C.**

6 2000 First Horizon Building

7 165 Madison Avenue

8 Memphis, Tennessee 38103

9 Tel: (901) 577-2258

10 sdouglass@bakerdonelson.com

11 *Counsel for Plaintiff Axle Logistics, LLC*

ORIGIN ID:RNCA (615) 726-5548
 JEN LAVELY
 BAKER DONELSON BEARMAN CALDWEL
 1600 WEST END AVENUE
 SUITE 2000
 NASHVILLE, TN 37203
 UNITED STATES US

SHIP DATE: 01DEC23
 ACTWGT: 1.00 LB
 CAD: 104595092/INET4660

BILL SENDER

TO **SAMEER SINGH PANNU**
AXL LOGISTICS INC.
855 EL CAMINO REAL STREET 13-A
SUITE 322
PALO ALTO CA 94301

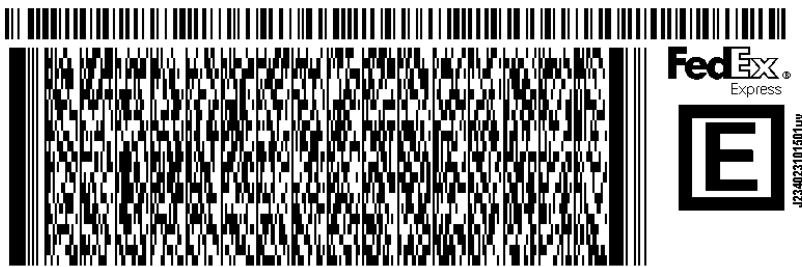
(615) 726-5548

REF: 015676 2962633-000016

INV:
 PO:

DEPT:

583,11/7D12/9AE3



TRK# 7743 1747 8816
 0201

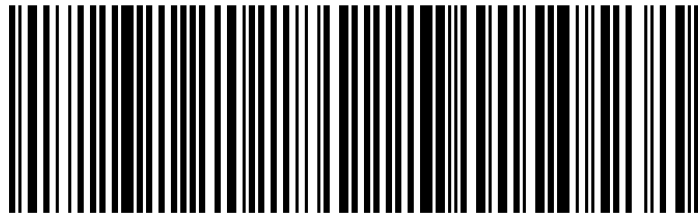
MON - 04 DEC 12:00P
 PRIORITY OVERNIGHT

ASR

94301

CA-US SFO

XW HGTA



After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits; see current FedEx Service Guide.

From: TrackingUpdates@fedex.com
To: [Lavelly, Jen](#)
Subject: FedEx Shipment 774317478816: Your package has been delivered
Date: Tuesday, December 5, 2023 11:59:47 AM

FedEx



Hi. Your package was
delivered Tue, 12/05/2023 at
9:52am.



Delivered to 855 EL CAMINO REAL, PALO ALTO, CA 94301
Received by K.YLE

OBTAIN PROOF OF DELIVERY

How was your delivery ?



TRACKING NUMBER

[774317478816](#)

FROM

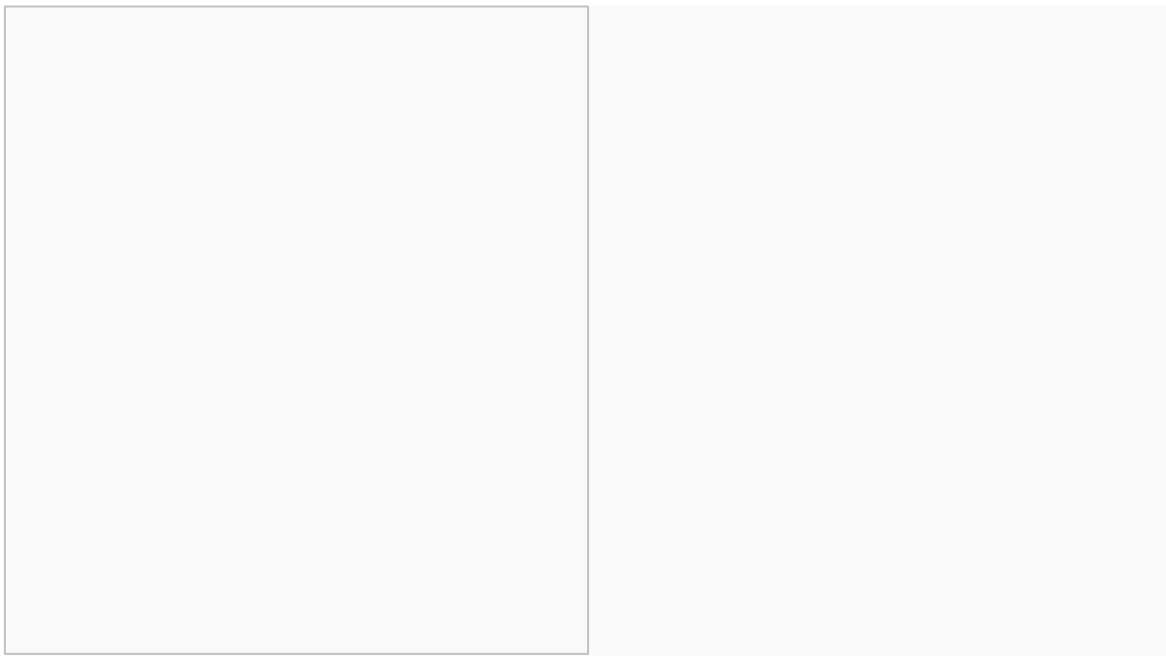
BAKER DONELSON BEARMAN CALDWEL
1600 West End Avenue

	Suite 2000 NASHVILLE, TN, US, 37203
TO	Axl Logistics Inc. Sameer Singh Pannu 855 El Camino Real Street 13-A Suite 322 PALO ALTO, CA, US, 94301
REFERENCE	015676 2962633-000016
SHIPPER REFERENCE	015676 2962633-000016
SHIP DATE	Fri 12/01/2023 05:44 PM
DELIVERED TO	Receptionist/Front Desk
PACKAGING TYPE	FedEx Envelope
ORIGIN	NASHVILLE, TN, US, 37203
DESTINATION	PALO ALTO, CA, US, 94301
SPECIAL HANDLING	Adult Signature Required
NUMBER OF PIECES	1
TOTAL SHIPMENT WEIGHT	1.00 LB
SERVICE TYPE	FedEx Priority Overnight

Notifications, from start to finish

Get push notifications when you pair FedEx Delivery Manager® with the FedEx® Mobile app. You can activate alerts in the app to track your package. Then listen for the virtual doorbell chime that lets you know your package was delivered.

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All weights are estimated.

To track the latest status of your shipment, click on the tracking number above.

Standard transit is the date and time the package is scheduled to be delivered by, based on the selected service, destination and ship date. Limitations and exceptions may apply. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx Customer Support representative.

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Thank you for your business.

ORIGIN ID:RNCA (615) 726-5548
 JEN LAVELY
 BAKER DONELSON BEARMAN CALDWEL
 1600 WEST END AVENUE
 SUITE 2000
 NASHVILLE, TN 37203
 UNITED STATES US

SHIP DATE: 01DEC23
 ACTWGT: 1.00 LB
 CAD: 104595092/INET4660

BILL SENDER

TO **SAMEER SINGH PANNU**
AXL LOGISTICS INC.
125 W 9TH STREET
SUITE 146
TRACY CA 95376

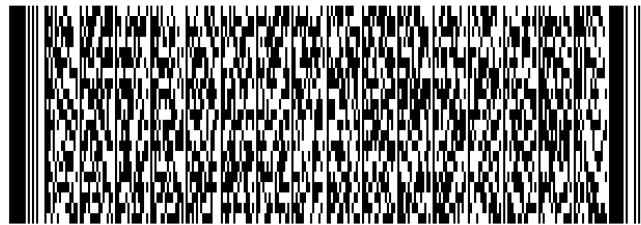
(615) 726-5548

REF: 015676 2962633-000016

INV:
 PO:

DEPT:

583,11/7D12/9AE3



423402310150100

TRK# 7743 1752 2654
 0201

MON - 04 DEC 12:00P
 PRIORITY OVERNIGHT

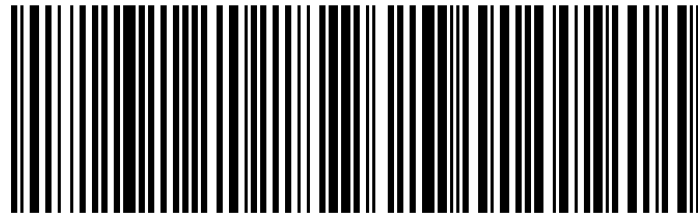
ASR

95376

CA-US

OAK

XW SCKA



After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

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From: TrackingUpdates@fedex.com
To: [Lavelly, Jen](#)
Subject: FedEx Shipment 774317522654: Your package has been delivered
Date: Monday, December 4, 2023 11:26:15 AM

FedEx



Hi. Your package was
delivered Mon, 12/04/2023 at
9:17am.



Delivered to 125 W 9TH ST, TRACY, CA 95376
Received by R.RANDY

OBTAIN PROOF OF DELIVERY

How was your delivery ?



TRACKING NUMBER

[774317522654](#)

FROM

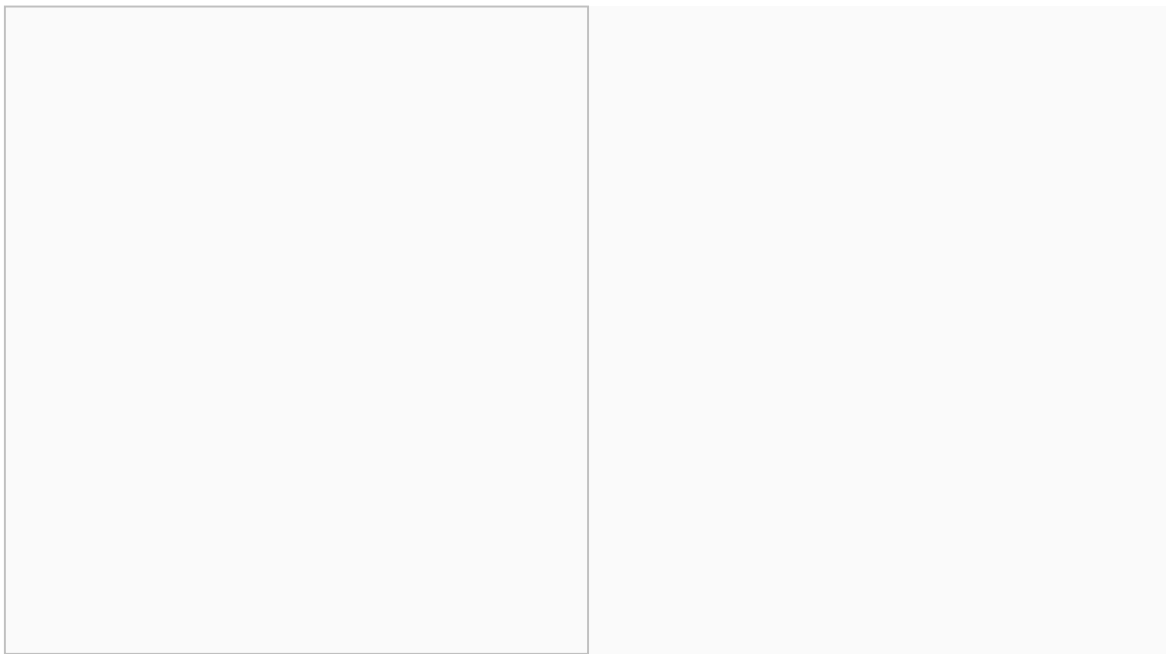
BAKER DONELSON BEARMAN CALDWEL
1600 West End Avenue

	Suite 2000 NASHVILLE, TN, US, 37203
TO	Axl Logistics Inc. Sameer Singh Pannu 125 W 9th Street Suite 146 TRACY, CA, US, 95376
REFERENCE	015676 2962633-000016
SHIPPER REFERENCE	015676 2962633-000016
SHIP DATE	Fri 12/01/2023 05:44 PM
DELIVERED TO	Receptionist/Front Desk
PACKAGING TYPE	FedEx Envelope
ORIGIN	NASHVILLE, TN, US, 37203
DESTINATION	TRACY, CA, US, 95376
SPECIAL HANDLING	Adult Signature Required
NUMBER OF PIECES	1
TOTAL SHIPMENT WEIGHT	0.50 LB
SERVICE TYPE	FedEx Priority Overnight

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